

Duffy, Daniel

FOI # 14578

From: michael.bootier@bipc.com
Sent: Thursday, January 16, 2014 9:04 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

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

List of specific record(s):

Any and all concessions management agreements or contracts between Westfield and American Airlines for JFK Terminal 8. This request includes, but is not limited to, any Consent Agreements or other agreements or contracts indicating whether or not the lease with American and Westfield was extended at JFK Terminal 8.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

December 10, 2014

Mr. Michael Bootier
Buchanan Ingersoll & Rooney
50 S. 16th Street, Suite 3200
Philadelphia, PA 19102-2555

Re: Freedom of Information Reference No. 14578

Dear Mr. Bootier:

This is in response to your January 16, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of all concessions management agreements or contracts between Westfield and American Airlines for JFK Terminal 8, including consent agreements.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/14578-LPA.pdf>. Paper copies of the available records are available upon request.

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

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

Very truly yours,



Daniel J. Duffy
FOI Administrator

Port Authority of NYC NJ

Port Authority Consent Agreement No. AYD-506

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

ILJ JFK, LLC

and consented to by

AMERICAN AIRLINES, INC.

And

ILJ CLEVELAND, INC.

Dated as of May 16, 2005

Trim
8-17-06

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-506
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of May 17, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **ILJ JFK, LLC dba Airport Wireless/PalmOne** ("Sublessee"), a limited liability company organized and existing under the laws of the State of New York with an office and place of business at 1591 Wiltshire Village Drive, Wellington, Florida 33421, whose representative is Ms. Ilene Berman, and consented to by **AMERICAN AIRLINES, INC.** ("Airline") and by **ILJ CLEVELAND, INC.**, a corporation organized and existing under the laws of the State of Ohio with an office and place of business at 1591 Wiltshire Village Drive, Wellington, FL 33421, as guarantor under the Sublease (defined herein).

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service

operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, guaranteed by ILJ Cleveland, Inc., and consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

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

to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its

directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create

or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Conccssion Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be

held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

(6) The Sublessee shall use, operate and maintain the Space hereunder

in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

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

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

[Signature]
ASST Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) asst. Director CCAS
(Seal)

~~ATTEST:~~ WITNESS:

[Signature]
~~Secretary~~

WESTFIELD CONCESSION MANAGEMENT, INC.

By [Signature]
(Title) ASST. VICE President
(Corporate Seal)

ATTEST:

[Signature]
(Member)(Manager)

ILJ ~~INC~~ JFK, LLC

dba Airport Wireless/Palm One

By [Signature]
(Title) Irene Berman Manager
(Corporate Seal)

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

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

AMERICAN AIRLINES, INC.

By [Signature]
(Name): LAURA A. EINSPIANIER
Vice President
(Title) Corporate Real Estate
(Corporate Seal)

ILJ CLEVELAND, INC. Guarantor

By [Signature]
(Name): Iris Goldschmidt
(Title) President
(Corporate Seal)

APPROVED:
FORM 18
TERMS
[Signature]

GUARANTY

THIS GUARANTY ("Guaranty") is made as of this 17th day of May, 2005, by ILJ CLEVELAND, INC., an Ohio corporation ("Guarantor"), to and for the benefit of WESTFIELD CONCESSION MANAGEMENT, INC., ("Landlord"), AMERICAN AIRLINES, INC., ("American") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and ILJ ~~New York~~ ^{JFK @ ILJ} LLC, a New York limited liability company ("Tenant") have entered into that certain sublease dated May 17, 2005, ("Sublease"), for the Premises more commonly known as Space No. C-5, located in Terminal 8 of John F. Kennedy International Airport, as more fully described in the Sublease; @ 13

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

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

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

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

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

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

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

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

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

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

members.

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

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

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

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

ATTEST:

ILJ CLEVELAND, INC.,
an Ohio corporation

Ellene Berman

By [Signature] (SEAL)

Address: 1591 Wiltshire Village Drive
Wellington, FL 33421

Telephone: 561-204-4964

STATE OF

Florida

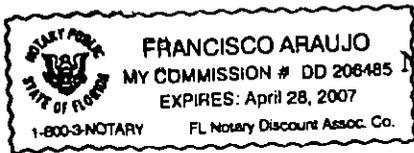
COUNTY OF

Palm Beach

SS

On this 11th day of MAY, 2005, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Iris Goldschmidt known to me to be the PERSON and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

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



(SEAL)

Francisco Araujo

Notary Public in and for said County and State

My Commission Expires

April, 28, 2007

 **COPY**

SUBLEASE

BETWEEN

WESTFIELD CONCESSION MANAGEMENT, INC.

LANDLORD

AND

**ILJ JFK, LLC
TENANT**

**AIRPORT WIRELESS/PALM ONE
TRADE NAME**

SPACE NUMBER C-5

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 17th day of May, 2005, by and between WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("Landlord"), and ILJ JFK, LLC, a New York limited liability company, whose principal place of business is located at 1591 Wiltshire Village Drive, Wellington, Florida 33421 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-5 containing approximately 497 square feet of Floor Area as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

<input checked="" type="checkbox"/> Specialty Retail	<input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location)	<input type="checkbox"/> Service
<input checked="" type="checkbox"/> In-Line	<input type="checkbox"/> Wall-Shop	<input type="checkbox"/> Kiosk

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements").

In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of Exhibit B hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth

in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) Section 1.02: Term: (a) Latest Rental Commencement Date: May 31, 2005. If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by May 31, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations. (b) Expiration Date: May 31, 2010, or the fifth (5th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: Percentage Rent ("Percentage Rent"):

(a) Rental Commencement Date to Concourse B Opening Date (as defined below): Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(b) Concourse B Opening Date to the Expiration Date: Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(3) Section 2.06: Additional Rent: Additional Rent shall include but not be limited to the following items: (a) Section 2.03; Storage Premises Rent: If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) Section 2.04: Taxes: Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) Section 2.05: Miscellaneous Charges: Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of

goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Exemption (2.a.)

(4) **Section 7.01: Permitted Use:** For the operation of a retail concession providing for the sale at retail of cellular phone equipment and peripherals; laptop/PDA hardware and accessories; video and audio electronics and accessories; media subscription services and players and an assortment of Palm branded Personal Digital Assistant hardware and accessories, and for no other use or purpose. Notwithstanding the aforesaid, Tenant warrants and specifically agrees to limit sales to the list of items attached hereto as Exhibit M ("Merchandise Items") and made a part hereof. Tenant may apply in writing to Landlord for the sale of additional items from time to time. Landlord agrees to review and respond to the application within ten (10) working days. If Landlord does not respond within ten (10) working days, then the item is deemed disapproved.

(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 7 o'clock a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(6) **Section 16.01: Trade Name:** "Airport Wireless/PalmOne".

(7) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) or (b) an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("Performance Guaranty"). Such letter of credit must be in form and content as set forth in Exhibit H and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("Bank"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(8) **Section 27.05: Notice Addresses:**

Landlord:

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

Tenant:

ILJ JFK, LLC
1591 Wiltshire Village Drive
Wellington, Florida 33421
Attn: Ilene Berman

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

With a copy to:

Keith B. McLennan, Esq.
Miller, Turetsky, Rule & McLennan
A Professional Corporation
3770 Ridge Pike, Second Floor
Collegeville, Pennsylvania 19426

Tenant's Billing Address:

ILJ JFK, LLC
1591 Wiltshire Village Drive
Wellington, Florida 33421
Attn: Ilene Berman

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(9) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to Exhibit G. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "**Concourse B Opening Date**" shall mean the date that Concourse B is open to the public for Enplaned Passengers operations.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault

of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$250.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$500.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Applicable Percentage Rent Rates times the amount of Tenant's total "Gross Receipts" (as defined below) during such month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment amount of Guaranteed Rent paid by Tenant to Landlord. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment amount of Guaranteed Rent paid by Tenant to Landlord.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other

sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of

merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than _____ of Gross Receipts per Lease Month; (10) mandatory discounts of not less than _____ Ex. 2.a. _____ of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "**Taxes**" means, collectively, any tax, fee, excise, levy, lien, duty, impost or

similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition

at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing,

issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement.

Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or

in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the

independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$125.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$250.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 10 days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$125.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$250.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees

and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits

infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "Operating Equipment" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "Tenant Construction Review Manual" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "Design Guidelines" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("Conceptual Plans") and final drawings and specifications ("Final Drawings") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, Exhibit D and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or

sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements

regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$250.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$250.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed Ex. 2.a. of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of (2.a. of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule

submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the**

Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$250.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$150.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements.

Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant

acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized

portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever released Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any

personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$75.00 per day for the 1st violation in any 12 month period and the amount of \$150.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license

and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in

the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential

services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$150.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$300.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products

and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("Legal Requirements"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple

independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(j) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(k) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method,

time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of

and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed. Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All

deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "public seating areas" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or

eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a)

Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "Logistical Support and Maintenance Fee") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed (2.a.) (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets,

circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

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

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such

repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other

utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its

equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than \$5,000,000.00 per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or

separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance

required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification

under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various

utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning

system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and Exhibit D, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in Exhibit D and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord; on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection

with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be

specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

**ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT
MARKETING FUND**

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing

Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority. Tenant's contributions to the Joint Marketing Fund shall not exceed Ex. 2.a. in any single Lease Year.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that

the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other

Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times

and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any

part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the

Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority,

or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. (a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit

pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "Letter of Credit". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to 100% of the initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("Performance Guaranty") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be

added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 100% of the initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or

any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for

which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late

Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national edition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing

party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 et seq.) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without

limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the

operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

ILJ JFK, LLC,
a New York limited liability company

By: *Ilene Berman*
Print Name: Ilene Berman
Title: manager

ATTEST:

By: *Iris Goldschmidt*
Print Name: Iris Goldschmidt
Title: Member

LANDLORD:

WESTFIELD CONCESSION
MANAGEMENT, INC.,
a Delaware corporation

By: *Arnold L. Mayerson, Jr.*
Print Name: Arnold L. Mayerson, Jr.
Title: Asst. V.P. & Secretary

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or

consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

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

Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

EXHIBIT C

MONTHLY STATEMENT & ANNUAL STATEMENT FORMS

Exhibit C

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mktg Fund 0.5%	Electric (F&B Only)	Logistics Support & Pub. Area Maint Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "**American's Work**" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "**Tenant's Work**" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "**Tenant's Construction**

Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general

public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for

police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of \$10,000.00 each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents

referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a one-time, non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such fee is at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding

any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

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

941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to

include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

EXHIBIT L

INTENTIONALLY OMITTED

EXHIBIT M

MERCHANDISE ITEMS

Cellular Phone Equipment & Peripherals

Headsets
Batteries
Wall Chargers
Car Chargers
USB Chargers
Leather Cases
Data an Sync Kits
Neoprene Phone Pouches
Holsters for Phones
Internal Antennas
External Antennas
Hands-Free Car Kits
Face Plates
Replacement Antennas
Fm/Stereo/MP3 Hands Free
Cellular Telephones – All Carriers
Pagers
PDAs
Domestic and International pre-paid telephone cards
(through Authority approved vendors only)

Palm Products

Assortment of Palm branded PDA Hardware
And Accessories

Laptop/PDA Hardware and Accessories

Optical Mini Mice
Auto/Air Adapters
USB/Serial Charge
Travel Keyboards
PDA Cases
Stylus Pens
PDA Screen Protectors
PDA Screen Wipes
PCMICA Cards
Wireless Cards
Batteries
Memory Cards/Sticks
Auto/Air Adapters
Optical Mice

Electronics & Accessories

Travel Speakers
CD Players
Cassette Players
MP3 Players
Headphones
Noise Canceling Headphones
Digital Voice Recorders
Digital Cameras
Batteries
Electronic Travel Games
Portable DVD Players
DVDs

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 20 day of July in the year 200⁶, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01M6026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF Missouri)
) ss.
COUNTY OF St Charles)

On the 11th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayer Sohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacy L. Gruette Meyer
(notarial seal and stamp)

STACY L. GRUETTEMEYER
Notary Public-Notary Seal
State of Missouri
St Charles County
My Commission Expires Feb 20, 2006

FOR SUBLESSEE

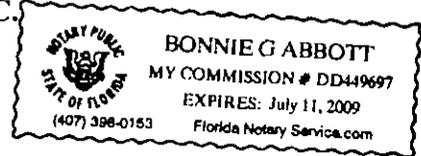
STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

On the 29th day of July in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Ilene Berman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Bonnie G. Abbott
(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
COUNTY OF Tarrant) ss.



On the 23rd day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Larica A. Emspan, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

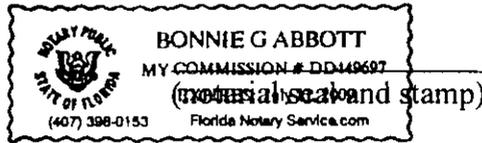
Rowena Thom
(notarial seal and stamp)



FOR GUARANTOR (ILJ CLEVELAND, INC.)

STATE OF Florida)
COUNTY OF Palm Beach) ss.

On the 29th day of July in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared ~~before me~~ Iris Goldschmidt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



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

Permit No. AYD-476
Consent Agreement No. AYD-507
Supplement No. 1
John F. Kennedy International Airport

THIS AGREEMENT, dated as of May 14, 2007 (the "Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC**, a Delaware limited liability company (hereinafter called the "Permittee") and **TRAVELEX CURRENCY SERVICES, INC.**, a Delaware corporation (hereinafter called the "Sublessee") and consented to by **AMERICAN AIRLINES, INC.** (hereinafter called "Airline").

WITNESSETH, That:

WHEREAS, heretofore and as of June 6, 2005 the Port Authority, the Permittee and the Sublessee entered into a consent agreement (the "Consent Agreement") pursuant to which the Port Authority granted its consent to the Sublease (as such term is defined in the Consent); and

WHEREAS, the Permittee and the Sublessee have requested the consent of the Port Authority to a proposed First Amendment to Sublease, made and entered into as of May 14, 2007, providing, among other things, for an addition of certain space to the Space, a copy of which is attached hereto and made a part hereof (the "First Sublease Amendment");

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

1. The Port Authority hereby consents to the First Sublease Amendment.
2. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Consent Agreement shall be and remain in full force and effect.
3. The Permittee and the Sublessee represent and warrant that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may

be entitled to be paid a commission in connection therewith. The Permittee and the Sublessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

4. The Permittee and Sublessee hereto hereby waive their respective right to trial by jury in any action or summary proceeding that may hereafter be instituted by the Port Authority against any of them in respect of this Agreement use or occupancy of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable under this Agreement or to enforce any remedy under law or in equity in any way connected therewith. No other party hereto shall interpose any claims as counterclaims in any action or summary proceeding for non-payment of fees/rent which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee and the Sublessee with any liability or held liable to either of them under any term or condition of this Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof. The Permittee and the Sublessee agree that no representations or warranties with respect to this Agreement shall be binding upon the Port Authority unless expressed in writing herein.

6. This Agreement, together with the Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority, the Permittee and the Sublessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority, the Permittee and the Sublessee. The Permittee and the Sublessee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Consent Agreement or this Agreement.

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

ATTEST:

[Signature]
Asst. Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Director, CCAS
(Seal)

~~ATTEST~~ WITNESS:

Jane C. Herbert
Secretary

WESTFIELD CONCESSION MANAGEMENT, LLC

By [Signature]
Print Name Arnold L. Mayersohn, Jr.
(Title) Asst VP & Secretary
~~(Member) (Manager)~~
(Corporate Seal)

~~ATTEST~~ WITNESS:

[Signature]
Secretary

TRAVELEX CURRENCY SERVICES, INC.

By [Signature]
Print Name: Jon David
Title: EVP/ROD President

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

AMERICAN AIRLINES, INC.

By [Signature]
Print Name: LAURA A. EINSPANIER
Title: President
Corporate Real Estate

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
<u>[Signature]</u>	<u>[Signature]</u>

MG/mmw

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

For The Port Authority of NY & NJ

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On the 15th day of APRIL in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

For Westfield Concession Management, LLC

STATE OF MISSOURI)

) ss.

COUNTY OF ST. LOUIS)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01M16026210
Qualified in Queens County
My Commission Expires June 14, 2011

On the 17th day of February in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold C. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rebecca S. Verble
(notarial seal and stamp)

For Travelex Currency Services, Inc.

STATE OF New York)

) ss.

COUNTY OF Nassau)



REBECCA S. VERBLE
My Commission Expires
March 5, 2012
St. Louis City
Commission #08496620

On the 6th day of February in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Jon Dario, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lorraine Donovan
(notarial seal and stamp)

LORRAINE DONOVAN
NOTARY PUBLIC, State of New York
No. 30-4807385
Qualified in Nassau County
Commission Expires 10/31/10

For American Airlines, Inc.

STATE OF *TEXAS*)
) ss.
COUNTY OF *TARRANT*)

On the *27* day of *February* in the year *2009*, before me, the undersigned, a Notary Public in and for said state, personally appeared *Lana Einspauer*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Belinda Potter

(notarial seal and stamp)



FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT ("Amendment") is made and entered into effective as of the 14th day of May, 2007, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. ("Landlord") and TRAVELEX CURRENCY SERVICES, INC., a Delaware corporation ("Tenant").

RECITALS

WHEREAS, by written sublease dated June 6, 2005 ("Sublease"), Landlord did lease unto Tenant approximately 519 square feet of space known as Space No. C2 ("Premises") in Concourse C of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York; and

WHEREAS, it was contemplated by Landlord and Tenant in the Sublease that Landlord would lease unto Tenant additional locations for the operation of foreign currency exchange concessions within Concourse B of the Terminal; and

WHEREAS, Landlord and Tenant have reached an agreement for two (2) additional locations in the Terminal, to be located in Concourse B and desire to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties do hereby agree as follows:

1. The second paragraph on page 1 of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 (individually and collectively called the "Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises are known as Space No. C2 containing approximately 519 square feet of Floor Area located in Concourse C, Space No. B15A containing approximately 178 square feet of Floor Area and Space No. K2 containing approximately 100 square feet of Floor Area both of which are located in Concourse B, as all of the foregoing are shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

- Specialty Retail
- In-Line Locations
- Food & Beverage (Food Court Location)
- Wall-Shop
- Service
- Kiosk

2. Item (1) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(1) Section 1.02: Term: (a) Latest Rental Commencement Date For Space No. C2: August 24, 2005; (b) Latest Rental Commencement Date For Space Nos. B15A and K2: May 15, 2007; provided, however, if the new Concourse B has not opened to the public for "Enplaned Passengers" (as such term is defined below) operations on or before May 15, 2007, then the Latest Rental Commencement Date shall be the date on which the new Concourse B is first opened for such "Enplaned Passengers" operations; and (c) Expiration Date: May 31, 2012."

3. Item (2) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(2) Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: Percentage Rent ("Percentage Rent"):

(a) Rental Commencement Date to "Concourse B Opening Date": Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(b) "Concourse B Opening Date" through Expiration Date: Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

Exemption (2.a.)

The "**Concourse B Opening Date**" shall mean the date in which American initially commences commercial flights to and from gates in the new Concourse B of the new Terminal 8, as confirmed in a letter from Landlord to Tenant."

4. Item (3) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Ex. 2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03; provided however, in no event shall Tenant be required to contribute in excess of Exemption (2.a.) in any single Lease Year. The initial joint marketing fund assessment of One thousand Dollars (\$1,000.00), shall be paid by Tenant to Landlord in one lump sum within thirty (30) days prior to the Rental Commencement Date and such initial joint marketing fund assessment shall be part of Tenant's maximum contribution of Five Exemption (2.a.) in any single Lease Year."

5. Item (5) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 6:00 A.M. to 10:00 P.M. local time, until the Concourse B Opening Date and thereafter, 5:00 A.M. to 11:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02."

6. Item (7) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(7) **Section 26.01: Performance Guaranty-Letter of Credit:** At Landlord's option, Tenant shall deposit with Landlord: (i) an amount equal to One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500.00) in immediately available funds, payable to Landlord upon execution of this Amendment and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional,

irrevocable standby letter of credit in an amount equal to Five Hundred Fifty Thousand Dollars (\$550,000.00) in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted."

7. Tenant's new official legal notice address is: Travelex Currency Services, Inc., 29 Broadway, New York, New York, 10006, Attention: Senior Vice President, Retail Division. Tenant's new official billing address is Travelex Currency Services, Inc., 29 Broadway, New York, New York, 10006, Attention: Accounts Payable.

8. A new Section 27.31 is added to the Sublease as follows:

"**Section 27.31 TENANT'S CERTIFICATION.** Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process."

9. If in the future American identifies a location for a potential foreign currency exchange service concession on the arrivals level (baggage claim area), Landlord shall so notify Tenant in writing. Should Tenant and Landlord mutually agree that Tenant will operate any such proposed location in the arrivals level (baggage claim area) of the new Terminal, such additional location shall be added to this Sublease by an amendment thereto in form and content acceptable to Landlord and American but without any additional increase in the amount of Tenant's Guaranteed Rent and without any change in the applicable Percentage Rent Rates. The term of Tenant's use and occupancy of such additional location shall expire no later than the Expiration Date of this Sublease.

10. Attached hereto and made a part hereof are **Exhibit A-2** for the portion of the Premises more commonly known as Space No. B15A and Space No. K2 and the existing location more commonly known as Space No. C2. In addition, **Exhibit A-3** attached to the Sublease is hereby deleted in its entirety and the new **Exhibit A-3** is attached hereto and made a part hereof.

11. All capitalized terms not otherwise expressly defined in this Amendment shall have the same meanings ascribed to them in the Sublease. This Amendment shall become binding upon the parties when executed and delivered by both parties. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Sublease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Sublease and this Amendment, the later provision shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

TENANT:

TRAVELEX CURRENCY SERVICES, INC.,
a Delaware corporation

By:

Name:

Title:

Travelx Sublease Amend 1 doc

Susan Druckman
SUSAN DRUCKMAN
Vice President

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, LLC,**
a Delaware limited liability company

By:

Name:

Title:

Arnold L. Meyersohn, Jr.
Arnold L. Meyersohn, Jr.
Assistant Vice President & Secretary

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Port Authority of NY & NJ

Port Authority Consent Agreement No. AYD-507

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

TRAVELEX CURRENCY SERVICES, INC.

and consented to by

AMERICAN AIRLINES, INC.

Dated as of June 6, 2005

Trim
4-24-06

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-507
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of June 6, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **TRAVELEX CURRENCY SERVICES, INC.** ("Sublessee"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 1000 Franklin Avenue, Suite 100, Garden City, New York 11530, whose representative is Susan Druckman, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in

the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

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

(7) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have hereunder; and

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Director, CCE AS
(Seal)

~~SECRETARY~~ WITNESS:

[Signature]
Secretary Katherine Edler

WESTFIELD CONCESSION MANAGEMENT, INC.

By [Signature]
Arnold L. Mayerson
(Title) ASST. VICE President
(Corporate Seal)

ATTEST:

[Signature]
Secretary SUSAN DRUCKMAN

TRAVELEX CURRENCY SERVICES, INC.

By [Signature]
David Montgomery
(Title) VICE - President
(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By [Signature]
(Name):

(Title) President
(Corporate Seal)

APPROVED:	
FORM	TERMS
<u>[Signature]</u>	<u>[Signature]</u>

[Signature]

LAURA A. EINSPIER
Vice President
Corporate Real Estate

COPY

SUBLEASE

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**TRAVELEX CURRENCY SERVICES, INC.
TENANT**

**TRAVELEX WORLDWIDE MONEY
TRADENAME**

SPACE NUMBER C-2

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 6th day of JUNE, 2005, by and between WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("Landlord"), and TRAVELEX CURRENCY SERVICES, INC., a Delaware corporation, whose principal place of business is located at 1000 Franklin Avenue, Suite 100, Garden City, New York 11530 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-2 containing approximately 519 square feet of Floor Area as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

- | | | |
|---|--|---|
| <input type="checkbox"/> Specialty Retail | <input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location) | <input checked="" type="checkbox"/> Service |
| <input checked="" type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of Exhibit B hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth

in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) Latest Rental Commencement Date: August 1, 2005. If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by August 1, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations. (b) Expiration Date: July 31, 2010, or the fifth (5th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: ("Percentage Rent"):**

(a) Rental Commencement Date to Concourse B Opening Date (as defined below): Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(b) Concourse B Opening Date to the Expiration Date: Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay

miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03; provided, however, in no event shall Tenant be required to contribute in excess of Exemption (2.a.) in any single Lease Year.

(4) **Section 7.01: Permitted Use:** For the primary purpose of operating a foreign currency exchange business to buy and sell foreign currencies for all major foreign currencies traded at the Airport including the operation of automatic teller machines ("ATM"), which ATMs must dispense at least four different foreign currencies. Tenant will also provide a variety of business service center type services, including sale of stamps and related postal services and overnight delivery services, providing photocopying and fax transmission services, sale of travel insurance, money transfer services (Western Union), international wires, foreign currency drafts, foreign currency collection, sale of prepaid telephone cards (over-the counter only and not through vending machines and only through Authority approved vendors), sale of travelers cheques, check cashing services, cash advances on credit card services and for no other use or purpose.

(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 7 o'clock a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(6) **Section 16.01: Trade Name:** "Travelex Worldwide Money".

(7) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount of Thirteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$13,750.00) or (b) an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("Performance Guaranty"). Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("Bank"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(8) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, Inc.
11601 Wilshire Blvd., 12th Floor
Los Angeles, California 90025

Tenant:

Travelex Currency Services, Inc.
1000 Franklin Avenue
Suite 100

Attention: Office of Legal Counsel

Garden City, New York 11530
Attn: Legal Department

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

With a copy to:

Hodgson, Russ Attorneys, LLP
One M & T Plaza, Suite 2000
Buffalo, New York 14203
Attention: Ms. Sujata Yalamanchili

Tenant's Billing Address:

Travelex Currency Services, Inc.
1000 Franklin Avenue
Suite 100
Garden City, New York 11530
Attn: Accounts Payable

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(9) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G**. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ___% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("Commencement Date"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "Rentals") shall commence upon the date ("Rental Commencement Date") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "Lease Year" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "Concourse B Opening Date" shall mean the date that Concourse B is open to the public for Enplaned Passengers.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault

of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$500.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$1,000.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2006 calendar year and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("**Lease Month**"), Percentage Rent equal to the product of the Applicable Percentage Rent Rates times the amount of Tenant's Gross Receipts during such Lease Month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment of Guaranteed Rent paid by Tenant. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment of Guaranteed Rent paid by Tenant.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "**Late Interest**" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all

of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises, (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are

merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than _____ of Gross Receipts per Lease Month; (10) mandatory discounts of not less than _____ (Ex. 2.a.) _____ of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; (13) pre-paid telephone calling card sales which are subject to a separate agreement with the Authority; and/or (14) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay

to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by

Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant,

then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until

receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "**Point-of-Sale Terminal**") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease

Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$100.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$250.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$500.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 10 days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$100.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$250.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$500.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at

Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially

installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "Refurbishments" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "Operating Equipment" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "Tenant Construction Review Manual" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "Design Guidelines" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("Conceptual Plans") and final drawings and specifications ("Final Drawings") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, Exhibit D and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate

on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have

reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed Exemption (2.a.) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of (2.a.) of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this

Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession

Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$500.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any

extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$150.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

**ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE,
SURRENDER AND WAIVER OF CLAIMS**

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice and subject to Tenant's reasonable security requirements (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are

required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to

construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the

Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$100.00 per day for the 1st violation in any 12 month period and the amount of \$250.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law

to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to optimize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without

Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed

by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$500.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall

notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("Legal Requirements"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory

Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in Exhibit E. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum**

Performance Standards") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in Exhibit K until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in Exhibit K, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any

federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by

Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or on the Premises as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with

respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof.

Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed. Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from

time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "Logistical Support and Maintenance Fee") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures;

(11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed 15% (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor

service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising

displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, Exhibit D and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

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

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

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such

approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$3,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment

operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in Exhibit D, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; and (7) such other insurance as may be reasonably required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal. Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the

commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on Exhibit F and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept,

anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the

Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. **Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease.** With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication

services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such *Utilities Matrix*, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and Exhibit D,

as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in Exhibit D and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 business days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease.

Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be

paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the

name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund" in an amount not to exceed Exemption (2.a.) per Lease Year. Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such

termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight

operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder

(including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such

eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to

time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses

for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(c) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be

deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent

and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant

shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors

and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "Rules and Regulations" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("DOT"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in Exhibit H and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90

days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "Letter of Credit". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to 100% of the initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("Performance Guaranty") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the

Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 100% of the initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 **NO ASSIGNMENT OF SECURITY BY TENANT.** Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 **WAIVER; ELECTION OF REMEDIES.** One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 **ENTIRE AGREEMENT.** This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.**

Section 27.03 **INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 **DELAYS; FORCE MAJEURE.** "Force Majeure" means, strictly in relation to

the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on Exhibit A-2 to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national edition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and

enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the

other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 et seq.) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. Tenant shall indemnify, defend and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord, American or the City of New York. Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for

providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in Exhibit I. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord.

Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS.
INTENTIONALLY DELETED.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

Section 27.30 PREPAID TELEPHONE CALLING CARD SERVICES. It is expressly agreed to by Landlord and Tenant that Tenant's prices for prepaid telephone calling card services shall not at any time exceed the prices that Tenant is charged for such business services from its vendors. Tenant understands and agrees that such prepaid telephone calling card services shall only be provided through Authority approved vendors. Tenant shall pay directly to the Authority approved vendors any and all sums paid to, received by, or otherwise derived by Tenant from such prepaid telephone calling card services, which sums are subject to the terms of agreements between the Authority and the relevant vendor. Notwithstanding anything to the contrary contained in this Sublease, since all sums paid to, received by or otherwise derived by Tenant for such prepaid telephone calling card services are required to be paid by Tenant to the Authority approved vendors.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

LANDLORD

TRAVELEX CURRENCY SERVICES, INC.,
a Delaware corporation

WESTFIELD CONCESSION
MANAGEMENT, INC.,
a Delaware corporation

By: [Signature]

By: Arnold L. Mayersohn, Jr.

Print Name: DAVID MONTGOMERY

Print Name: Arnold L. Mayersohn, Jr.

Title: VICE PRESIDENT

Title: Asst. V.P. & Secretary

ATTEST:

By: [Signature]

Print Name: SUSAN DRUCKMAN

Title: Director, Operations



EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Port Authority"), WESTFIELD CONCESSION MANAGEMENT, INC. ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by AMERICAN AIRLINES, INC. ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or

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

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use

and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits

against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession-Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing

an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y.T.D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "Tenant's Construction

Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general

public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in Exhibit I and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("HVAC"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for

police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of \$10,000.00 each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents

referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the

Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding

any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES - EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

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

941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to

include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and **Exhibit E**. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.
8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of

the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all

times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *

3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 23rd day of March in the year ²⁰⁰⁶ 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA Scully, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Marie M. Edwards
(notarial seal and stamp)

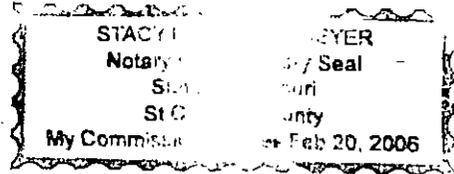
FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF MISSOURI)
) ss.
COUNTY OF St. Charles)

Marie M. Edwards
Notary Public, State of New York
No. 01ED4959693
Qualified in Richmond Kings County
Commission Expires 1/6/2010

On the 15 day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayer, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacy D. Swettmeyer
(notarial seal and stamp)



FOR SUBLESSEE

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

On the 11th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared David Montgomery, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

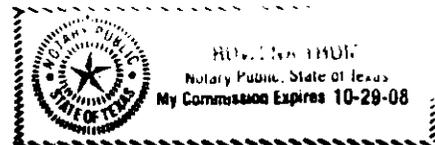
Pallavi Patel
(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC. Notary Public, State of New York
No. 01PA5073380
Qualified in Queens
Commission Expires February 24, 2007

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 23rd day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura A. Erispanitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Roxana Thom
(notarial seal and stamp)



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

Permit No. AYD-476
Consent Agreement No. AYD-509
Supplement No. 1
John F. Kennedy International Airport

THIS SUPPLEMENTAL AGREEMENT, effective as of November 15, 2011 (the "Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC**, a Delaware limited liability company (hereinafter called the "Permittee") and **THE SWATCH GROUP (U.S.) INC.**, a Delaware corporation (hereinafter called the "Sublessee") and consented to by **AMERICAN AIRLINES, INC.** (hereinafter called "Airline").

WITNESSETH, That:

WHEREAS, heretofore and as of April 28, 2005 the Port Authority, the Permittee and the Sublessee entered into a consent agreement (the "Consent Agreement") pursuant to which the Port Authority granted its consent to the Sublease (as such term is defined in the Consent); and

WHEREAS, the Permittee and the Sublessee have requested the consent of the Port Authority to a proposed First Amendment and Extension Agreement, made as of November 15, 2011, providing, among other things, for an extension of the term of the Sublease and amending it in certain other respects, a copy of which is attached hereto and made a part hereof (the "First Sublease Amendment");

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

1. Subject to the terms and conditions of this Agreement, the Port Authority hereby consents to the First Sublease Amendment.
2. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Consent shall be and remain in full force and effect.

3. The Permittee and the Sublessee represent and warrant that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee and the Sublessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

4. The Permittee and the Sublessee hereto hereby waive their respective right to trial by jury in any action or summary proceeding that may hereafter be instituted by the Port Authority against any of them in respect of this Agreement, use or occupancy of the Space (as defined in the Consent Agreement), or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable under this Agreement or to enforce any remedy under law or in equity in any way connected therewith. No other party hereto shall interpose any claims as counterclaims in any action or summary proceeding for non-payment of fees/rent which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

5. (a) If the Sublessee shall fail to pay any amount required under the Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under the Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Consent, including without limitation under paragraph 7 hereof or (ii) any obligations of the Sublessee under the Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under the Consent shall be payable instead at such legal maximum.

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

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

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

7. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under the Consent Agreement, the Lessee and the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee recognizes the essential benefit to have

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

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

(b) Labor peace agreement. The Sublessee represents that, prior to or upon entering into this Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, if Exhibit X is inapplicable, a written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(3)) has sought to represent the employees of the Sublessee at the Airport or of the date of such notification.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Sublessee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of the Consent.

(d) Applicability of Provision. The provisions of this paragraph 7 shall apply to concession operators which employ ten (10) or more persons at the Space.

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

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee and the Sublessee with any liability or held liable to either of them under any term or condition of this Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof. The Permittee and the Sublessee agree that no representations or warranties with respect to this Agreement shall be binding upon the Port Authority unless expressed in writing herein.

10. This Agreement, together with the Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority, the Permittee and the Sublessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority, the Permittee and the Sublessee. The Permittee and the Sublessee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Consent Agreement or this Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

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

ATTEST:

Karen E. Gorman
Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By David Kagan

(Title) Assistant Director
Business Operations & Airport Development

~~ATTEST~~ WITNESS:

Debra L. Gorman
~~Secretary~~

WESTFIELD CONCESSION
MANAGEMENT, LLC

By Arnold L. Mayersohn, Jr.

Print Name ARNOLD L. Mayersohn, Jr.

(Title) Asst. VP & Secretary
~~Member Manager~~

(Corporate Seal)

ATTEST:

Arnold L. Mayersohn, Jr.
Secretary

THE SWATCH GROUP (U.S.), INC.

By V. MEUA

Print Name: V. MEUA Jump Kelly
CFB

Title: VP President

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

AMERICAN AIRLINES, INC.

By: Laura A. Einspanier
Print Name: LAURA A. EINSPIANIER
Title: Vice President
Corporate real Estate President



Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
<u>SB</u>	<u>MG</u>

gym

MG/mmw

FIRST AMENDMENT AND EXTENSION AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION AGREEMENT ("Amendment") is made and entered into as of this 15th day of November, 2011, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company ("Landlord"), and THE SWATCH GROUP (U.S.) INC., a Delaware corporation, whose principal place of business is located at 1200 Harbor Boulevard, 7th Floor, Weehawken, New Jersey 07086 ("Tenant").

WHEREAS, by written sublease dated April 28, 2005 ("Sublease") Landlord did sublease unto Tenant approximately 498 square feet of space known as Space No. C-12 ("Premises") in Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"); and

WHEREAS, the Sublease will expire at the close of business on January 11, 2012, and the parties hereto mutually desire to extend the Term of the Sublease and to amend and supplement said Sublease as hereinafter provided; and

WHEREAS, the following terms and provisions contained in this Amendment will be applicable during the Extended Term (as hereinafter defined);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

1. **Term.** The Term of this Sublease is hereby extended for an additional period of five (5) years and four (4) months commencing January 12, 2012 and expiring May 31, 2017 ("**Extended Term**").

2. **Guaranteed Rent and Percentage Rent.** (A) Item (2) of the Data Sheet to the Sublease, "Section 2.01 Minimum Annual Guaranteed Rent", and Item (3) of the Data Sheet to the Sublease, "Section 2.02 Percentage Rent", are hereby deleted in their entirety and replaced with the following:

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

(i) **Guaranteed Rent:**

Exemption (2.a.)

(ii) **Percentage Rent.**

(B) Effective as of the date (i) Tenant initially reopens for business to the public in the Premises following the refurbishment detailed in Paragraph 8 below, or (ii) March 22, 2012, whichever is the earlier to occur (such date being hereinafter referred to as the "**New Latest Rental Commencement Date**"), Item (2) of the Data Sheet to the Sublease, "Section 2.01 Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02 Percentage Rent ("Percentage Rent")", shall be deleted in its entirety and replaced with the following:

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

(i) Guaranteed Rent:

(ii) Percentage Rent:

3. Performance Guaranty.

Exemption (2.a.)

4. Minimum Annual Guaranteed Rent. Section 2.01 of the Sublease "Minimum Annual Guaranteed Rent" is hereby deleted in its entirety and amended to read as follows:

"Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a thirty (30) day month. Should any Lease Year contain less than twelve (12) calendar months, said Guaranteed Rent shall be prorated on the basis of a three hundred sixty-five (365) day year. Annual adjustments to Tenant's Guaranteed Rent for each Lease Year after the first Lease Year shall be calculated as follows: Tenant's Guaranteed Rent shall be equal to the product of ~~Exemption (2.a.)~~, multiplied by the prior Lease Year's total Effective Rent but in no event shall the amount of Tenant's Guaranteed Rent after adjustment on January 1, 2012 be equal to less than ~~Exemption (2.a.)~~ and, on January 1, 2013 and each January 1 thereafter, be less than the amount of Tenant's Guaranteed Rent on the New Latest Rental Commencement Date. "Effective Rent" shall mean the annual aggregate of Guaranteed Rent plus Percentage Rent (based on actual Gross Receipts) required to be paid hereunder for the Lease Year."

5. Percentage Rent. Sections 2.02(a) and 2.02(b) of the Sublease are hereby deleted in their entirety and amended to read as follows:

"(a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount of Tenant's Gross Receipts during such Lease Month in accordance with the applicable Percentage Rent Rate as set forth in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installments of Guaranteed Rent required to be paid by Tenant to Landlord. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within fifteen (15) days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month.

(b) If, at the end of any Lease Year, the Annual Statement evidences any underreporting of monthly Gross Receipts and any monthly installment of Percentage Rent is less than the monthly installment of Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the Annual Statement evidences any over reporting of monthly Gross Receipts and any monthly installment of Percentage Rent paid exceeds the monthly Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the Annual Statement evidences any over reporting of monthly Gross Receipts and any monthly installment of Percentage Rent paid exceeds the monthly Percentage Rent required to be paid for such Lease Month, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises at the conclusion of this Sublease, so long as the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law."

6. **Business Statistics Reports.** Section 3.04 of the Sublease "Business Statistics Reports" is hereby amended by the addition of the following at the end of such section:

"For all purposes of the Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area."

7. **Labor Harmony.** Effective as of January 12, 2012, Section 27.26 of the Sublease "Labor Harmony" is hereby amended by inserting the following:

(a) **Labor Peace Agreement.** Tenant represents that, prior to January 12, 2012, it has delivered to Landlord evidence of a signed labor peace agreement, in the form attached hereto as **Exhibit X**, or in the event **Exhibit X** is inapplicable, then a signed officer's certification to such effect in the form required by the Authority.

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

staff that is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Premises. The Authority shall have the right to demand from Tenant documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Tenant fails to comply with this provision, the Authority has the right at any time during the continuance thereof to take such actions as the Authority may deem appropriate including, without limitation, termination of this Sublease.

(c) Applicability of Provision. The requirement to provide evidence of a signed labor peace agreement in the form of **Exhibit X** and participate in the employee retention program as set forth above in this Section 27.26 shall apply to concession operators which employ ten (10) or more persons at the Premises.”

8. Tenant's Certification. The Sublease is hereby amended by the addition of the following new Section 27.30:

“Section 27.30 TENANT'S CERTIFICATION: Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control (“OFAC”) of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.”

9. Refurbishment To The Premises. All improvements to the Premises, including a complete renovation of the Premises per the new Swatch prototypical design (collectively, the “Tenant's Work”) shall be made as set forth in **Exhibit D** and shall be otherwise in compliance with the Alteration Application. Tenant shall install the Fixed Improvements and Operating Equipment on or before the New Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** of the Sublease at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Amendment or the Sublease. Notwithstanding anything to the contrary contained in the Sublease, this Amendment or **Exhibit D**, Tenant hereby agrees and acknowledges that Tenant is currently in possession of the Premises, Tenant is accepting the Premises in its then existing “AS IS” “WHERE LOCATED” condition and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of the date Tenant commences Tenant's Work and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that neither Landlord, American nor the Authority shall have the obligation to improve or alter the Premises for the benefit of Tenant; and (c) that Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or

implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority.

Tenant's Conceptual Plans (as defined in Section IV.A. of Exhibit D) and Final Drawings (as defined in Section IV.C. of Exhibit D) shall also include detailed demolition plans for the Premises ("Demolition Plans"), which shall be subject to review and approval by Landlord, American and the Authority. Tenant's Demolition Plans shall include details showing all work necessary or required to demolish any existing improvements located within the Premises, if any, including, but not limited to, removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions adjacent to other concession facilities) and all existing utility systems and components that will not be reused to serve the Premises. Tenant shall submit its Demolition Plans simultaneously and part of its submission of Tenant's Conceptual Plans and Final Drawings.

Tenant and Landlord hereby agree to the following schedule with respect to the submission by Tenant and approval by Landlord of Conceptual Plans, Final Drawings, submission by Tenant of the Alteration Application and the commencement/completion of Tenant's Work and re-opening the store for business to the public:

Conceptual Plans submitted by Tenant to Landlord and American	Conceptual Plans approved by Landlord and American	Final Drawings submitted by Tenant to Landlord and American	Final Drawings approved by Landlord and American	Alteration Application submitted by Tenant to Authority	Alteration Application issued by Authority	Tenant to commence Tenant's Work	Tenant Store Re-opening for business to the public
02/14/11	07/31/11	09/04/11	09/25/11	10/09/11	11/20/11	01/12/12	03/22/12

Tenant's Work shall be commenced by Tenant on January 12, 2012 and shall be completed on or before March 22, 2012. Tenant shall submit its Conceptual Plans and Final Drawings to Landlord and American for their review and approval and shall also submit such Final Drawings pursuant to the Authority's TAA Process in order to obtain all required Authority approvals on or before November 20, 2011. Except as otherwise provided in Section 27.04 of the Sublease, should Tenant be delinquent in the submission of its Conceptual Plans, Final Drawings, Alteration Applications or commencement of Tenant's Work in accordance with the schedule set forth above, or fail to complete the refurbishment to the Premises and reopen for business to the public by March 22, 2012, and such failure shall be due to the fault of Tenant, the parties agree that it is and will be impracticable and extremely difficult to determine the actual damages suffered by Landlord. The parties have agreed that in order to compensate Landlord for its loss, Tenant shall pay as Additional Rent in the form of liquidated damages and not as a penalty, the amount of (i) One Hundred Fifty Dollars (\$150.00) per day for each day that Tenant is delinquent in (a) making any such submission of its Conceptual Plans, Final Drawings and/or Alteration Applications, and/or (b) timely responding to Authority comments or correcting any deficiencies necessary to gain an Authority approval, and/or (c) commencing Tenant's Work, and (ii) Two Hundred Fifty Dollars (\$250.00) per day for each day Tenant delays its completion of Tenant's Work and/or reopening of business to the public after and including March 22, 2012. Notwithstanding the foregoing, should Landlord or American fail to respond to Tenant's submission for its Conceptual Plans and/or the Final Drawings in accordance with the schedule set forth above, then Tenant shall receive a day for day extension on such schedule and a day for day extension on the completion of Tenant's Work and the re-opening of the Premises for business to the public and shall not be assessed liquidated damages under this paragraph if and to the extent of any such delays so caused directly by Landlord or American. Landlord and Tenant hereby agree that the

foregoing provisions regarding Alteration Application time frames shall not be contractually binding on the Authority, nor result in any liability to the Authority.

Prior to the commencement of Tenant's Work, Tenant shall operate its business from the Premises in accordance with Section 7.02 of the Sublease and shall pay all Rentals due thereunder; provided, however, Tenant shall not be required to pay any Guaranteed Rent or contribute to the Joint Marketing Fund during the performance of Tenant's Work as set forth herein. Notwithstanding anything to the contrary set forth in this Amendment or the Sublease, all other items of Additional Rent as otherwise specified in the Sublease shall continue to be due and owing during the performance of Tenant's Work. Tenant's obligation to pay Guaranteed Rent to Landlord and to contribute to the Joint Marketing Fund shall recommence on the New Latest Rental Commencement Date. Notwithstanding the foregoing, in no event shall the temporary abatement of Guaranteed Rent and contribution to the Joint Marketing Fund set forth herein exceed seventy (70) days in the aggregate.

10. **Construction Deposits.** Separate construction deposits of a minimum of Ten Thousand Dollars (\$10,000.00) each will be required from both Tenant and from Tenant's general contractor in connection with Tenant's Work as set forth herein and neither shall be released by Landlord to Tenant or Tenant's general contractor until ninety (90) days after satisfactory completion of all requirements of this Amendment, approval by Landlord's, American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under the Sublease and acceptance and approval thereof by Landlord.

11. **Exhibit D.** Exhibit D attached to the Sublease is hereby deleted in its entirety and replaced with Exhibit D attached hereto.

12. **Exhibit F.** Exhibit F attached to the Sublease is hereby deleted in its entirety and replaced with Exhibit F attached hereto.

13. **Binding Agreement.** This Amendment shall become binding upon the parties when executed by both parties. The terms and provisions hereof shall apply and become effective as an amendment to the Sublease as of, on and after the date hereof and shall continue in effect until otherwise amended by the parties in writing or until the expiration or sooner termination of the Sublease.

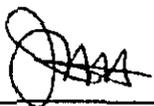
14. **Entire Agreement.** All terms not expressly defined herein shall have the same meanings as ascribed to them in the Sublease. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Sublease between the parties shall remain in full force and effect during the Extended Term. In case of any inconsistency between the provisions of the Sublease and this Amendment, the later provision shall govern and control.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

TENANT:

THE SWATCH GROUP (U.S.) INC.,
a Delaware corporation

By: 
Print Name: JIMELLA 
Its: V.P. CEO

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, LLC,**
a Delaware limited liability company

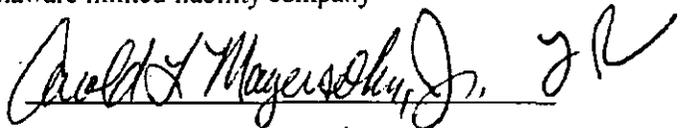
By: 
Print Name: Arnold L. Meyersohn, Jr.
Assistant Vice President &
Secretary
Its: Secretary

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. - All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements."

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.

5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.

6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in Exhibit I and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

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

1. American shall not have any obligation to improve any portion of the Premises, it being expressly understood and agreed to by Tenant that the Premises are being delivered by American to Tenant in its then existing "AS IS" "WHERE LOCATED" condition.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than twenty (20) days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within ten (10) days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook

within twenty (20) days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within five (5) days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than ninety (90) days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of Ten Thousand Dollars (\$10,000.00) each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of

Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

1. As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

2. The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon seven (7) days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon seven (7) days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

R. Tenant shall provide Landlord and American's Facilities Management Department with a minimum of twenty-four (24) hours' prior written notice of any required shutdowns to the mechanical, electrical or plumbing systems made in accordance with the terms of this Sublease. In the event Tenant fails to so notify Landlord and American, Landlord may assess, and Tenant shall pay as liquidated damages and not as a penalty, One Thousand Dollars (\$1,000.00) per occurrence of each shutdown.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of One Hundred Fifty Dollars (\$150.00) per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant shall be solely responsible for the removal of all construction debris and trash. Tenant's General Contractor must coordinate with Landlord's Tenant Coordination.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the

Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

WESTFIELD DEVELOPMENT, INC., a Delaware corporation

WESTFIELD, LLC, a Delaware limited liability company

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

FOR THE UNION:

[Insert Name of Company]

[Insert Name of Labor Organization]

BY: _____

BY: _____

DATE: _____

DATE: _____

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:
THE SWATCH GROUP (U.S.) INC.

BY: 

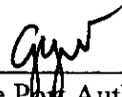
DATE: January 11, 2012

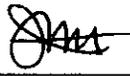
FOR THE UNION:
[Insert Name of Labor Organization]

BY: _____

DATE: _____

Initialed:


For the Port Authority

 
For the Sublessee


For the Permittee

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is \$750,000.

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

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

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

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

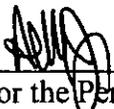
General

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

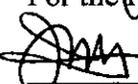
Initialed:



For the Port Authority



For the Permittee



For the Sublessee



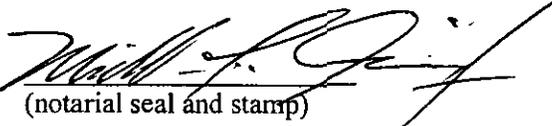
Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

For The Port Authority of NY & NJ

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

On the 13th day of June in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

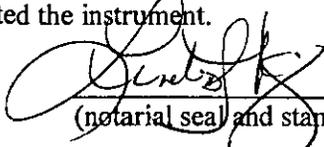
MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 2012


(notarial seal and stamp)

For Westfield Concession Management, LLC

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On the 6th day of February in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

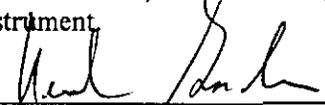

(notarial seal and stamp)

For The Swatch Group (U.S.), Inc.

LINDA J. MARKS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 12/9/2015

STATE OF New Jersey)
) ss.
COUNTY OF Burlington)

On the 10th day of July in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph Mella & John Kelly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(notarial seal and stamp)

NEAL GORDON
Notary Public - State of New Jersey
Commission # 2198802
My Comm. Expires May 22, 2012

Port Authority of NY & NJ

Port Authority Consent Agreement No. AYD-509

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

THE SWATCH GROUP (U.S.) INC.

and consented to by

AMERICAN AIRLINES, INC.

Dated as of April 28, 2005

Trim
4-28-06

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-509
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of April 28, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **THE SWATCH GROUP (U.S.) INC.** ("Sublessee"), a corporation organized and existing under the laws of the State of New Jersey with an office and place of business at 1200 Harbor boulevard, 7th Floor, Weehawken, New Jersey 07806, whose representative is Mr. James Kenney, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in

the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

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

(7) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have hereunder; and

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Director, CCAS
Properties &...

ATTEST:

[Signature]
ASSISTANT RAHSANA TOWNS
Secretary

WESTFIELD CONCESSION MANAGEMENT, INC.

By [Signature]
Arnold L. Mayelbaum Jr.
(Title) ASSISTANT Vice President
(Corporate Seal)

ATTEST: Witness

[Signature]
Secretary NAT HYMAN

THE SWATCH GROUP (U.S.) INC.

By [Signature] [Signature]
Joseph Mella Caroline FAVET
(Title) VP President
(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By [Signature]
(Name):

(Title) LAURA A. EPSTEINER
(Corporate Seal) Vice President
Corporate Real Estate

APPROVED:
FORM | TERMS
[Signature] [Signature] [Signature]

COPY

SUBLEASE

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**THE SWATCH GROUP (U.S.) INC.
TENANT**

**SWATCH
TRADENAME**

SPACE NUMBER C-12

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 28th day of April, 2005, by and between **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("**Landlord**"), and **THE SWATCH GROUP (U.S.) INC.**, a Delaware corporation, whose principal place of business is located at 1200 Harbor Blvd. - 7th Floor, Weehawken, New Jersey 07086 ("**Tenant**").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-12 containing approximately 498 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

- | | | |
|--|--|----------------------------------|
| <input checked="" type="checkbox"/> Specialty Retail | <input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location) | <input type="checkbox"/> Service |
| <input checked="" type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("**Concession Area Lease**"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("**Authority Lease**"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "**Authority Requirements**"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("**Consent Agreement**") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "**Tenant**" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth

in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) **Latest Rental Commencement Date:** May 31, 2005. If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by May 31, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations; (b) **Expiration Date:** May 31, 2010, or the fifth anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent**

(a) **Rental Commencement Date to Concourse B Opening Date (as defined below):** Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

Guaranteed Rent:

Exemption (2.a.)

(b) **Concourse B Opening Date to Expiration Date:** Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

Guaranteed Rent:

Exemption (2.a.)

(3) **Section 2.02: Percentage Rent:**

Rental Commencement Date to Concourse B Opening Date:

Concourse B Opening Date to Expiration Date:

Exemption (2.a.)

The Monthly Breakpoint and Annual Breakpoint are subject to adjustments in connection with the adjustments to the Minimum Annual Guaranteed Rent based upon the "Percentage Change in Enplaned Passengers". The Annual Breakpoint and monthly Breakpoint shall adjust with the adjustment of Minimum Annual Guaranteed Rent in accordance with Section 2.01 so that the Annual Breakpoint shall

at all times be a "natural breakpoint" calculated by dividing the current Minimum Annual Guaranteed Rent by Exemption (2.a.) and the Monthly Breakpoint shall be calculated by dividing the current Lease Year's Annual Breakpoint by twelve (12).

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03.

(5) **Section 7.01: Permitted Use:** For the retail sale of Swatch branded timepieces, Swatch branded jewelry and accessories, Flik Flak timepieces, and for no other use or purpose.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 7 o'clock a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "Swatch".

(8) **Section 26.01: Performance Guaranty Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either, (a) the amount of three (3) months rent equal to Exemption (2.a.) in immediately available funds or (b) an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("Performance Guaranty"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

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

Tenant:

The Swatch Group (U.S.) Inc.
1200 Harbor Blvd. - 7th Floor
Weehawken, New Jersey 07086
Attn: Legal Department

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant's Billing Address:

The Swatch Group (U.S.) Inc.
1200 Harbor Blvd. – 7th Floor
Weehawken, New Jersey 07086
Attn: Mr. James Kenney

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to “**Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey**” and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises (“M/W/DBE”) Requirements:** If Tenant or Tenant’s participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G**. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority’s current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ___% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("Commencement Date"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "Rentals") shall commence upon the date ("Rental Commencement Date") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "Lease Year" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "Concourse B Opening Date" shall mean the date that Concourse B is open to the public for Enplaned Passengers operations.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault

of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$300.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$1,000.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is 30. Should any Lease Year be less than 12 full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is 365. Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "unnatural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "Gross Receipts" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for

the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than _____ of Gross Receipts per Lease Month; (10) mandatory discounts of not less than _____ Ex. 2.a. _____ Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable

alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("Storage Premises Rent") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable

by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification. Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04. Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or

the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION.

Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all

agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("Point of Sale Data"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit C), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the

amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("Annual Statement"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$100.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$250.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$500.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 10 days after the close of each calendar quarter during the Term, the following report ("Business Statistics Report") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger (provided Landlord provides Tenant with such Enplaned Passenger data), by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$100.00 per report per day until such report is properly delivered to Landlord for the 2nd such failure to furnish a report, and \$200.00 per report per day until such report is properly delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York

District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the

obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("**TAA Process**"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time

frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Ex. 2.a. : of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("Construction Cost"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all

costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$250.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of 135% of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported

by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$500.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements; provided that if consent is received from American and the Authority, Landlord's consent shall not be unreasonably withheld or delayed.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$150.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of, and access to, the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future

utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 30 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. If Landlord exercises its right to relocate the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business and Tenant does not relocate to such other space and Tenant does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, Landlord shall reimburse Tenant within 60 days after the effective date thereof an amount equal to the then unamortized portion of Tenant's Eligible

Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 30 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the one (1) year from the completion of Tenant's Work, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever releases Landlord from any obligations under this Section 6.02.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the one (1) year from the completion of Tenant's Work, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever releases Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease

shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant will not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$100.00 per day for the 1st violation in any 12 month period and the amount of \$250.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each

cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to

passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$125.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes

persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("Store Manager"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("Legal Requirements"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any

area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in Exhibit E. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to

the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole

discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "public seating areas" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock

area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "Logistical Support and Maintenance Fee") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("Operating

Costs and Expenses”). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Ex. 2.a. of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed (2.a.) (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums

not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is

display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS.

Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

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

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

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the

Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in

their sole and absolute discretion, is required. Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors. Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in Exhibit D, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other

payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than \$5,000,000.00 per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess

insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on Exhibit F and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of

Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or

demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all

electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and Exhibit D, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in Exhibit D and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any

and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation,

limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof,

including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Ex. 2.a. of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located

or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long

as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and

owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods; as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be

entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("**Code**").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in

Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "Rules and Regulations" means all rules and regulations governing the conduct and/or operations of the

Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("DOT"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data Sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than one year's initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "Letter of Credit". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the

event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder equal to three (3) months' initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("**Performance Guaranty**") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 100% of the initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the explained passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.**

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's

performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal

ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants,

provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("**ADA**", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("**ADAAG**"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and

badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in Exhibit I. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the

health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, Exhibit J.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

THE SWATCH GROUP (U.S.) INC.,
a Delaware corporation

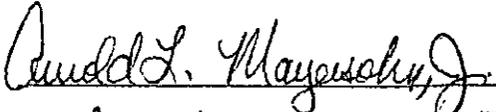
By: 

Print Name: J. Melis

Title: VP

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, INC.,**
a Delaware corporation

By: 

Print Name: ARNOLD L. MAYERSOHN, JR.

Title: ASST. V.P. & Secretary

ATTEST:

By: 

Print Name: C. Faivet

Title: President



EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a

copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's

discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and

property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

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

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

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port

Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at

such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mikig Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may,

when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord,

American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts.

Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("HVAC"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to *satellite and cable television connection points (bar and restaurant and other specifically designated locations only)*, HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of \$5,000.00 each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all

construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or

customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding

any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H
INTENTIONALLY OMITTED.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES - EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "Minority" - as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not

referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

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

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

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

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

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

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

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation

employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of

the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

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Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

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Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

EXHIBIT L

INTENTIONALLY OMITTED.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 24th day of March in the year ²⁰⁰⁶ ~~2005~~, before me, the undersigned, a Notary Public in and for said state, personally appeared Elisa Scully, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Marie M. Edwards
(notarial seal and stamp)

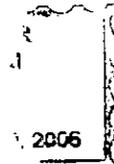
FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF MISSOURI)
) ss.
COUNTY OF St Charles)

Marie M. Edwards
Notary Public, State of New York
No. 01ED4959693
Qualified in Richmond Kings County
Commission Expires 1/6/2010

On the 1 day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Marie M. Edwards
(notarial seal and stamp)



FOR SUBLESSEE

STATE OF New Jersey)
) ss.
COUNTY OF Hudson)

On the 26th day of July in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Caroline Freund and Joseph Hecke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Neal Gordon
(notarial seal and stamp)

NEAL GORDON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/4/2007

FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 12th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared L. A. Einspanier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathleen F. Davis
(notarial seal and stamp)



The Port Authority of NY & NJ

Port Authority Consent Agreement No. AYD-511

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

L'OCCITANE, INC.

and consented to by

AMERICAN AIRLINES, INC.

Dated as of May 16, 2005

*Trim
4-24-06*

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-511
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of May 16, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **L'OCCITANE, INC.** ("Sublessee"), a corporation organized and existing under the laws of the State of New York with an office and place of business at 10 East 39th Street, 8th Floor, New York, New York 10016, whose representative is D. Avi Cotter, Director of Real Estate, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in

the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

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

(7) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have hereunder; and

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Director, CCCAS
(Seal)

~~ATTEST:~~ WITNESS:

Tane C. Herbert
~~Secretary~~

WESTFIELD CONCESSION MANAGEMENT, INC.

By [Signature]
(Title) ASST. VICE President
(Corporate Seal)

ATTEST:

[Signature]
Secretary D. Avi Cotter

L'OCCITANE, INC.

By [Signature]
(Title) Nicholas Braden President
(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By [Signature]
(Name):

(Title) Vice President Corporate Real Estate
(Corporate Seal)

APPROVED	
FORM	TERMS
<u>[Signature]</u>	<u>[Signature]</u>

[Signature]



COPY

SUBLEASE

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**L'OCCITANE, INC.
TENANT**

**L'OCCITANE EN PROVENCE
TRADENAME**

SPACE NUMBER C-1

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 16th day of MAY, 2005, by and between WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("Landlord"), and L'OCCITANE, INC., a New York corporation, whose principal place of business is located at 10 East 39th Street, 8th Floor, New York, New York 10016 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-1 containing approximately 496 square feet of Floor Area as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's or Tenant's option, be subject to adjustment based on field measurements as reasonably determined by Landlord and Tenant; and all charges hereunder based on a per square foot amount other than Minimum Annual Guaranteed Rent shall be adjusted accordingly, but the Minimum Guaranteed Rent shall not be adjusted. The type of concession is as follows:

- | | | |
|--|--|----------------------------------|
| <input checked="" type="checkbox"/> Specialty Retail | <input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location) | <input type="checkbox"/> Service |
| <input checked="" type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of Exhibit B hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the

Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) Latest Rental Commencement Date: May 31, 2005. If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by May 31, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations; (b) Expiration Date: May 31, 2010, or the fifth (5th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent"):**

Rental Commencement Date to Concourse B Opening Date (as defined below):

Exemption (2.a.)

Concourse B Opening Date to the Expiration Date:

Exemption (2.a.)

(3) **Section 2.02: Percentage Rent:**

Rental Commencement Date to Concourse B Opening Date:

Exemption (2.a.)

Concourse B Opening Date to the Expiration Date:

The Monthly Breakpoint and Annual Breakpoint are subject to adjustments in connection with the adjustments to the Minimum Annual Guaranteed Rent based upon the "Percentage Change in Enplaned Passengers". The Annual Breakpoint and Monthly Breakpoint shall adjust with the adjustment of Minimum Annual Guaranteed Rent in accordance with Section 2.01 so that the Annual Breakpoint and Monthly Breakpoint shall at all times be a "natural breakpoint" calculated by dividing the current Minimum Annual Guaranteed Rent by Exemption (2.a.) and the Monthly Breakpoint shall be calculated by dividing the current Lease Year's Annual Breakpoint by twelve (12).

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of ~~Ex. 2.a~~ of Gross Receipts per month, payable semi-annually, subject to adjustment as provided in Section 16.03. Notwithstanding the foregoing, such contribution to the Joint Marketing Fund by Tenant shall not exceed ~~Ex. 2.a~~ for any Lease Year.

(5) **Section 7.01: Permitted Use:** For the operation of a retail concession providing for the sale at retail of body care products, hair care products, scents, oils, cosmetics, candles and such other related products which are sold by Tenant from time to time in a majority of Tenant's stores operating under the same trade name in the United States, and for no other use or purpose.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 7 o'clock a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "L'Occitane en Provence" or such other trade name as is used by Tenant in substantially all of its stores operating in New Jersey and New York.

(8) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) or (b) an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, Inc.
11601 Wilshire Blvd., 12th Floor
Los Angeles, California 90025

Tenant:

L' Occitane, Inc.
10 East 39th Street
8th Floor

Attention: Office of Legal Counsel

New York, New York 10016
Attn: Real Estate Department

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

With copies to:

Kipness & Associates
54 Westchester Avenue
P.O.Box 425
Pound Ridge, New York 10576-0425
Attn: Robert S. Kipness, Esq.

Westfield Concession Management, Inc.
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant's Billing Address:

L' Occitane, Inc.
10 East 39th Street
8th Floor
New York, New York 10016
Attn: Real Estate Department

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G**. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ___% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("Commencement Date"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "Rentals") shall commence upon the date ("Rental Commencement Date") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "Lease Year" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "Concourse B Opening Date" shall mean the date that Concourse B is open to the public for Enplaned Passengers.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date, subject to Force Majeure, and such

failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$250.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$500.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2006 calendar year and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("**Lease Month**"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is 30. Should any Lease Year be less than 12 full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is 365. Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "unnatural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than

the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "Gross Receipts" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. Except as otherwise provided herein, no deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for

the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than

Exemption (2.a.) of Gross Receipts per Lease Month; (10) mandatory discounts of not less than
of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; (13) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been redeemed as a sale in or from the Premises pursuant to Tenant's record keeping system; and/or (14) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications

in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "**Taxes**" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt

of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification. Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority, and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04. Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section

5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "**Miscellaneous Charges**".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "**Additional Rent**", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any

consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION.

Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof except as otherwise provided herein. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement except as otherwise provided herein. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees at the Premises to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books

of account which the Landlord, in its reasonable discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of three (3) years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District or Tenant's principal business office, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. Subject to Section 4.01, all Records shall at all reasonable times, during Tenant's normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("Point of Sale Data"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as

practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit C), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by an authorized officer of Tenant, showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("Annual Statement"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$125.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$250.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord. Notwithstanding the foregoing, Tenant acknowledges that the Authority reserves its right to require Tenant's annual statement to be certified and opined to by an independent certified public accountant.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 10 days after the close of each calendar quarter during the Term, the following report ("Business Statistics Report") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$125.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$250.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each

shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 20 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Notwithstanding the foregoing, Landlord's request to audit shall be limited to only once per Lease Year unless (a) such audit is required by the Authority or American; or (b) such audit reveals that Tenant has failed to report its Gross Receipts as required herein. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 20 days following written notice requiring such audit, all of the Records that such auditor or accountant reasonably deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of five percent (5%) of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in Exhibit D, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time

("Alteration Application"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in Exhibit D at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in Exhibit D, shall not affect or invalidate this Sublease. The term "Fixed Improvements" shall mean the permanent improvements, structures and fixtures (other than the work ("Base Building Work") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in Exhibit D) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "Refurbishments" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "Operating Equipment" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "Tenant Construction Review Manual" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "Design Guidelines" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("Conceptual Plans") and final drawings and specifications ("Final Drawings") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for reasonable approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 10 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual

Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, Exhibit D and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 10 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same not to exceed \$75.00 per linear foot of barricade. Notwithstanding anything to the contrary contained herein, Tenant shall have the right, at Tenant's sole cost expense, to place Tenant's standard logo and "coming soon" sign on the barricade, so long as the same does not permanently mark or damage such barricade.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements

("Construction Cost"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 120 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 120 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$250.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 120 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 120 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and

equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of 135% of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts.

Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("Tenant's Project Manager") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York, and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority, and the City of New York, harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority, and the City of New York, in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, subject to Force Majeure, Tenant shall pay to Landlord as liquidated damages the sum of \$250.00 for each day for the first sixty (60) days, then on the sixty first (61st) day and each day thereafter the sum of \$500.00 for each day, that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at

the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein except as provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written reasonable consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$150.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install

facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal and Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with

its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 20 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to

any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of

conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$75.00 per day for the 1st violation in any 12 month period and the amount of \$150.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using commercially reasonable efforts so as to optimize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly

occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To

that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$150.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("Operating Staff") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport.

Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects,

rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in Exhibit E. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with

copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("Performance Standards") attached hereto as Exhibit K, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "Performance Categories"), among other matters and includes a set of minimum performance standards ("Minimum Performance Standards") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in Exhibit K until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in Exhibit K, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes

containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's actual and reasonable costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms

and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 20 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "public seating areas" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire

suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "Logistical Support and Maintenance Fee") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the public seating areas and other designated common areas of the Concession Area, other than food court and public seating areas ("Operating Costs and Expenses"). These expenses will be assessed without any administrative mark-up or profit to Landlord and shall include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the non-food court public seating areas, floor cleaning (sweeping and mopping) and storefront cleaning services; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; and trash removal. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material

removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the non-food court public seating areas; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the non-food court public seating areas; (9) cost of all trash removal receptacles and equipment for the non-food court public seating areas; (10) the cost to purchase, maintain, repair and/or replace all non-food court public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; and (11) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed (2.a.) (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant

under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord followed by written notice and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the

manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS.

Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. Tenant shall immediately refresh and change the interior advertising items and signs in the display windows should the same become damaged or show any unreasonable wear and tear. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads

exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, Exhibit D and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

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

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

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition, subject to ordinary wear and tear. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and

lines.

(6) If requested, Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, Force Majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, upon reasonable notice (except in the case of an emergency) to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$3,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage which Tenant may self-insure, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in Exhibit D, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than \$5,000,000.00 per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times

Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on Exhibit F and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer

shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and

against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the negligence or willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service,

or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year. Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in electricity, heating, ventilation or air conditioning due to the negligence of Landlord or American, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of said utility services in the Premises, then only the portion of the Guaranteed Rent which is for American's Allocated Share (as such term is defined in the Concession Area Lease) shall abate (except as otherwise set forth in the Consent Agreement as to the Port Authority's Allocated Share as such term is defined in the Concession Area Lease) for the period commencing on the 6th day after Tenant is forced to close its business within the Premises and shall continue until the earlier of: (i) the date such utility is restored to the Premises, or (ii) the date Tenant reopens its business in the Premises.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and Exhibit D, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in Exhibit D and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMEN AND SUBORDINATION

Section 13.01 ATTORNTMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not mortgage, pledge or encumber all or any part of this Sublease, nor Tenant's interest in the Premises and Tenant shall not assign or transfer this Sublease, or any right or privilege appurtenant thereto, nor enter into franchise, license or concession agreements allowing any other Person to occupy or use the Premises or any part thereof (collectively, "Transfer") without the prior written consent of Landlord as provided in Section 14.01(b) below; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a Transfer of this Sublease. The public trading of Tenant's securities on a nationally recognized exchange or on the NASDAQ market shall not constitute or be considered to result in any such Transfer. Each Transfer to which there has been consent shall be in writing, in form reasonably satisfactory to Landlord, and shall be executed by the transferee who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such Transfer from becoming effective. The receipt by Landlord of rent from any transferee of the Premises shall not be deemed a waiver of the covenant in this Sublease against Transfers or an acceptance of the transferee as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease. Landlord has been induced to enter into this Sublease with Tenant in order to obtain for the benefit of the Terminal's concession program, Tenant's experience and business reputation. The restrictions against Transfers contained herein are consistent therewith and expressly agreed to by Tenant.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to Transfer this Sublease, without Landlord's consent to a subsidiary of Tenant or its parent corporation or

to an entity that is an Affiliate of Tenant or its parent corporation and with Landlord's consent, such consent not to be unreasonably withheld, conditioned or delayed, to: (i) any corporation with which Tenant shall merge, reorganize or consolidate; or (ii) any corporation acquiring all or substantially all of the assets or stock of Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such Transfer under clauses (i) and (ii) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless; (1) such transferee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed Transfer; (2) such transferee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (3) the business conducted in the Premises by such transferee shall be conducted under the same Permitted Use and under the same Trade Name permitted to be used by Tenant hereunder; (4) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (5) the use of the Premises by such transferee shall not violate any agreements affecting the Premises, the Terminal, the Airport, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (6) if Tenant is a certified DBE or if Tenant's certified DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such Transfer of this Sublease shall not effect, modify or otherwise jeopardize the required DBE participation interest under this Sublease; (7) except as may otherwise be prohibited under federal securities laws, notice of any proposed Transfer shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed Transfer and the agreement of such transferee to assume and be bound by all of the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (8) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof. **In the event all of such conditions are met as enumerated above in this Section 14.01(b), Landlord shall not have the right to withhold its consent to any and each such Transfer under clauses (i) and (ii) above; provided, however, Landlord's prior written consent shall be required prior to any and each such Transfer under clauses (i) and (ii) above becoming effective.** Any and all such Transfers shall also be subject to the prior written consent of the Authority and American as determined in the Authority's and/or American's sole and absolute discretion.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises. Any and all such subleases shall also be subject to the consent of the Authority and American as determined in the Authority's and/or American's sole and absolute discretion.

(d) If Tenant is a corporation, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to

promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interest in such corporation, association or partnership shall be deemed a Transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Notwithstanding the foregoing, the normal aromas associated with Tenant's product existing as of the date hereof shall not be considered to be an objectionable odor. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") or such other Trade Name as is used by a majority of Tenant's similarly operated stores located in New York and New Jersey and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's reasonable discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section and terminates the leases of substantially all other similarly situated tenants, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be

within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate as of the date of such Taking; and the

Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives

such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days (unless Tenant is prevented by reason of Force Majeure) or such longer period of time as is reasonably approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, subject to Force Majeure, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or

fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for

refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant,

any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("**Deficiency**") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the

provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("**Code**").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and

obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority, and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's negligence or willful misconduct, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data Sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so

transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "Letter of Credit". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 business days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to 100% of the initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("Performance Guaranty") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the

contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 100% of the initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the explained passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to

the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given when received or delivery is refused. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this

Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four

percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by

Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the

court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("**ADA**", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("**ADAAG**"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord, American Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord, American or the City of New York.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or

replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this

Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Intentionally deleted.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS.

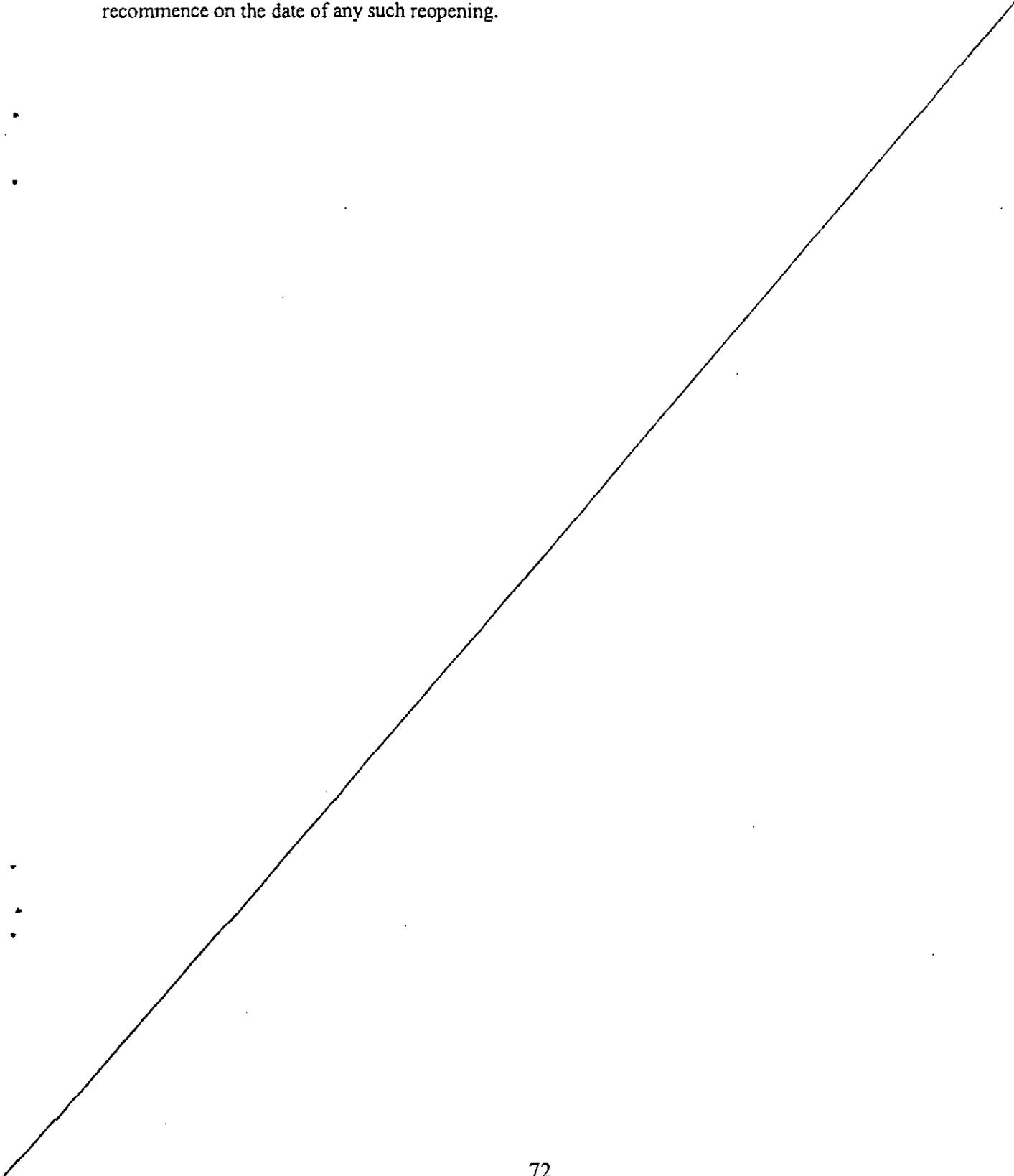
Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

Section 27.30 RENTAL PAYMENTS TO LANDLORD AND THE AUTHORITY. It is hereby acknowledged and agreed by the parties hereto in order to avoid any confusion that all payments of Guaranteed Rent and Percentage Rent to Landlord (as collection agent for American and the Authority) as set forth in this Sublease includes payment of American's Allocated Share and the Port Authority's Allocated Share (as such terms are defined in the Concession Area Lease), except as otherwise instructed in writing by the Authority pursuant to the terms of Tenant's Consent Agreement to be entered into between the Authority and Tenant.

Section 27.31 CONCOURSE CLOSURE, RENTAL ABATEMENT. Notwithstanding anything in this Sublease to the contrary, in the event the entire Concourse C (both airside and roadside access) is totally closed for business to the public for more than 30 complete and consecutive days, Tenant's obligation to pay the portion of the Guaranteed Rent only which is for American's Allocated Share (as such term is defined in the Concession Area Lease) shall be abated (except as otherwise set forth in the Consent Agreement as to the Port Authority's Allocated Share as such term is defined in the Concession Area Lease) during such period that the entire Concourse C is do totally closed for business to the public, such partial abatement of American's Allocated Share of the Guaranteed Rent to be retroactive back to the first date of any such total closure of the entire Concourse C. Upon the reopening of the

Concourse C or any portion thereof, Tenant's payment of all Rentals to Landlord shall immediately recommence on the date of any such reopening.



IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

L' OCCITANE, INC.,
a New York corporation,

By: *[Signature]*
Print Name: NICH STARR
Title: MANAGING DIRECTOR

LANDLORD:

WESTFIELD CONCESSION
MANAGEMENT, INC.,
a Delaware corporation

By: *[Signature]*
Print Name: ARNOLD L. MAYERSOHN, JR.
Title: Asst. V.P. & Secretary



EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a

copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's

discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental

requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port

Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at

such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mrktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may,

when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord,

American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in Exhibit I and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "Base Building Work" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("HVAC"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("Utilities Matrix") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for

police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. A construction deposit of a minimum of \$10,000.00 will be required from Tenant's general contractor and such deposit shall not be released by Landlord to Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval

by Landlord's, American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the

Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding

any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

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

941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "**Minority Business Enterprise**" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "**Women-owned Business Enterprise**" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "**Meaningful participation**" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to

include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

EXHIBIT L

INTENTIONALLY OMITTED

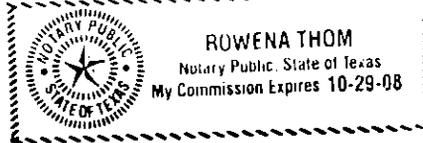
FOR AMERICAN AIRLINES, INC.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

On the 13th day of September, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Sinsparker personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom

(notarial seal and stamp).....



FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 29th day of March in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Lysa Scolly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Marie M. Edwards
(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF MISSOURI)
) ss.
COUNTY OF St Charles)

Marie M. Edwards
Notary Public, State of New York
No. 0172959693
Qualified in Kings County
Commission Expires 1/6/2010

On the 18 day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Maversohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gracy L. Guettermeyer
(notarial seal and stamp)

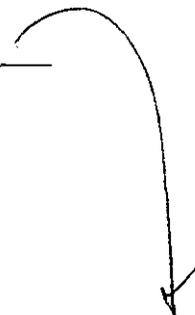


FOR SUBLESSEE

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

On the 12th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Nick Boden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)



~~FOR AMERICAN AIRLINES, INC.~~

~~STATE OF _____)
) ss.
COUNTY OF _____)~~

~~On the _____ day of _____ in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.~~

George A. Knight
GEORGE A. KNIGHT
Notary Public, State of New York
No. 01KN6128955
Qualified in Nassau County
Commission Expires June 20, 2009

Port Authority of NY & NJ

Port Authority Consent Agreement No. AYD-516

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

BROOKLYN NATIONAL ENTERPRISES, INC.

and consented to by

AMERICAN AIRLINES, INC.

Dated as of May 2, 2005

Trim
6-3-06

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-516
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of May 2, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **BROOKLYN NATIONAL ENTERPRISES, INC. dba Brooklyn National Deli**, a corporation organized and existing under the laws of the State of New York with an office and place of business at 505 Northern Boulevard, Great Neck, New York 11201, whose representative is Morris Goldsman, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in

the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

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

(7) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have hereunder; and

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By *[Signature]*
(Title) Asst. Director, CCAS
(Seal)

~~ATTEST~~ WITNESS:

[Signature]
~~Secretary~~

WESTFIELD CONCESSION MANAGEMENT, INC.

By *[Signature]*
(Title) Asst. Vice President
(Corporate Seal)

~~ATTEST~~ Witness:

[Signature]
~~Secretary~~ Steven Baracas

BROOKLYN NATIONAL ENTERPRISES, INC. dba Brooklyn National Deli

By *[Signature]*
(Title) Pres President
(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By *[Signature]*
(Name):

(Title) LAURA A. EINHORN President
(Corporate Seal) Vice President
Corporate Real Estate

APPROVED:	
FORM	TERMS
<i>[Signature]</i>	<i>[Signature]</i>

[Signature]

COPY

SUBLEASE

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**BROOKLYN NATIONAL ENTERPRISES, INC.
TENANT**

**BROOKLYN NATIONAL DELI
TRADENAME**

SPACE NUMBER C-10

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 2ND day of MAY, 2005, by and between **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("Landlord"), and **BROOKLYN NATIONAL ENTERPRISES, INC.**, a New York corporation, whose principal place of business is located at 505 Northern Boulevard, Great Neck, New York 11201 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-10 containing approximately 754 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

- | | | |
|---|--|----------------------------------|
| <input type="checkbox"/> Specialty Retail | <input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location) | <input type="checkbox"/> Service |
| <input type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth

in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) Latest Rental Commencement Date: May 31, 2005. If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by May 31, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations. (b) Expiration Date: May 31, 2010, or the fifth (5th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: Percentage Rent ("Percentage Rent"):**

(a) Rental Commencement Date to Concourse B Opening Date: Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(b) Concourse B Opening Date through Expiration Date: Tenant shall pay to Landlord, the greater of Guaranteed Rent, Percentage Rent and/or Net Effective Rent (as hereinafter defined) as follows:

(i) Guaranteed Rent:

Exemption (2.ã.)

(ii) Percentage Rent:

(iii) Net Effective Rent: The average of the Minimum Annual Guaranteed Rent and/or Percentage Rent paid during the respective Lease Years occurring immediately prior to the Concourse B Opening Date.

(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable

regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03.

(4) **Section 7.01: Permitted Use:** For the operation of a full service Brooklyn Deli Fast Food Restaurant serving breakfast, lunch and dinner, including non-alcoholic beverages, and for no other use or purpose. Tenant's initial menu offering is attached hereto as **Exhibit L** and made a part hereof. From time to time, Tenant may request in writing that new food & beverage product offerings may be prepared and sold from the Premises, subject to the prior written consent of Landlord determined in Landlord's reasonable discretion. With respect to any such new food & beverage product offerings, Tenant shall submit in writing to Landlord the complete proposed pricing structure for the prior written approval by Landlord, such approval to be determined in accordance with the Authority's "Street Pricing" policies.

(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 5:30 a.m. until 10 o'clock p.m. local time, subject to other hours and adjustments as provided in Section 7.02.

(6) **Section 16.01: Trade Name:** "Brooklyn National Deli".

(7) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount of Exemption (2.a.) or (b) an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("Performance Guaranty"). Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("Bank"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(8) **Section 27.05: Notice Addresses:**

Landlord:

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

With copies to:

Westfield Concession Management, Inc.

Tenant:

Brooklyn National Deli
505 Northern Boulevard
Great Neck, New York 11201
Attn: Mr. Morris Goldman

Tenant's Billing Address:

Brooklyn National Deli

Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

505 Northern Boulevard
Great Neck, New York 11201
Attn: Mr. Morris Goldman

Westfield Concession Management, Inc.
John F. Kennedy International Airport - Terminal 8
Jamaica, New York 11430
Attention: General Manager

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to Exhibit G. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ___% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "**Concourse B Opening Date**" shall mean the date that Concourse B is open to the public for Enplaned Passengers operations.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault

of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$500.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$1,000.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent rate times the amount of Tenant's Gross Receipts during such Lease Month in accordance with the Percentage Rent rate as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment of Guaranteed Rent and/or Net Effective Rent paid by Tenant. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month in accordance with the Percentage Rent rate as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment of Guaranteed Rent paid by Tenant.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all

of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are

merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Gross Receipts per Lease Month; (10) mandatory discounts of not less than Ex. 2.a. of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("Storage Premises Rent") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the

Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such

excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification. Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04. Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American

or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms

hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after

15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("Point of Sale Data"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit C), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("Annual Statement"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing

statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$100.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$250.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$500.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 10 days after the close of each calendar quarter during the Term, the following report ("Business Statistics Report") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$100.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$250.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$500.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant),

of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in Exhibit D, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("Alteration Application"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in Exhibit D at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in Exhibit D, shall not affect or invalidate this Sublease. The term "Fixed Improvements" shall mean the permanent improvements, structures and fixtures (other than the work ("Base Building Work") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in Exhibit D) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "Refurbishments" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and

store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "Operating Equipment" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "Tenant Construction Review Manual" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "Design Guidelines" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("Conceptual Plans") and final drawings and specifications ("Final Drawings") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, Exhibit D and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption

of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer

licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$250.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of 135% of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such

principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the

Premises, by or on behalf of Tenant. Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$500.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$150.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of

concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

**ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE,
SURRENDER AND WAIVER OF CLAIMS**

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so

reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent

permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$100.00 per day for the 1st violation in any 12 month period and the amount of \$250.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in Exhibit K. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at

Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the

movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by

Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$500.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all

customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("Legal Requirements"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly

charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any

deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon (and other items commonly used in retail stores), and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and

removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any

litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed. Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such

area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "public seating areas" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the

right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "Logistical Support and Maintenance Fee") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("Operating Costs and Expenses"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established

by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed (2.a.) (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising

displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, Exhibit D and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

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

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

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude

backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than \$5,000,000.00 per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant

hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnatee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnatee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnatee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnatee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnatee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority

Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the

Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may

be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the

subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

**ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT
MARKETING FUND**

Section 16.01 **TRADE NAME.** Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 **TRADEMARKS.** "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 **JOINT MARKETING FUND.** Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint

Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that

the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other

Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times

and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any

part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the

Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority,

or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the

parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data Sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than one year's initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60

days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "Letter of Credit". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder equal to three (3) months' initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("Performance Guaranty") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 100% of the initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to

the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on Exhibit A-2 to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns,

ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent

of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been

executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American. Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding

and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J**.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

BROOKLYN NATIONAL ENTERPRISES, INC.
a New York corporation

By: *Morris Goldman*
Print Name: Morris Goldman
Title: Pres.

ATTEST:

By: *Steven Barocas*
Print Name: Steven Barocas
Title: VICE-PRES.

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, INC.,**
a Delaware corporation

By: *Arnold L. Mayersohn, Jr.*
Print Name: Arnold L. Mayersohn, Jr.
Title: ASST. V. P. & Secretary



EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Port Authority"), WESTFIELD CONCESSION MANAGEMENT, INC. ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by AMERICAN AIRLINES, INC. ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this

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

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease

which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of

the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability: \$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its

Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by

registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "Tenant's Construction

Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general

public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts.

Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in Exhibit I and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("HVAC"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.
3. Public use service corridors, if any, located as required by code or as selected by

American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based

on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of \$10,000.00 each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction

supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the

Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding

any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9Pth Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES - EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

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

941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to

include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

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Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

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Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

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All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

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Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

EXHIBIT L

TENANT'S INITIAL MENU OFFERING
FOR FOOD & BEVERAGE CONCESSIONS

<u>Breakfast: Cooked to Order</u>	<u>Price</u>
Fresh Egg Whites	\$.75 Extra
Big Boy Breakfast (Pancakes, Eggs, Bacon)	\$6.49
Western or Vegetable Burrito	\$5.99
Ham and Cheese Omelet Burrito	\$5.99
Two Eggs, Homefries, Toast	\$3.99
French Toast or Pancakes	\$3.99
Two Eggs and Cheese on a Croissant	\$4.49
Egg and Cheese on a Croissant	\$3.99
Two Egg Sandwich on Roll or Bagel	\$2.99
One Egg Sandwich on Roll or Bagel	\$2.59
Any of the above with bacon, ham, or sausage	\$1.99 Extra
Any of the above eggs with cheese	\$.75 Extra
Side Order of Bacon, Ham, or Sausage	\$1.99
Side Order of Homefries or Corned Beef Hash	\$1.99
<u>Breakfast: Omelet Special</u>	<u>Price</u>
All Served with Homefries and Toast (Choose one of the following omelets)	\$5.99
Spinach, Mushrooms, Onions, Peppers American or Swiss Cheese, Ham, Bacon, or Sausage (Add additional items for \$.99 Extra)	
<u>Breakfast: Baked Goods</u>	<u>Price</u>
Homemade Muffins or Croissants	\$2.69
Gourmet Pastries	\$2.69
Bagel with Cream Cheese	\$2.35
Buttered Bagel, Roll, or Toast	\$1.59
Donuts	\$1.59
Cereal or Oatmeal	\$2.75
<u>Fresh Salad Platters</u>	<u>Price</u>
Shrimp or Seafood Salad	\$8.25
Grilled Chicken Cesar Salad	\$8.25
Tuna Salad Platter	\$8.25
Chicken Salad Platter	\$8.25
Chef Salad	\$8.25
Greek Salad	\$6.99
Spinach Salad	\$6.50
Caesar Salad	Small \$4.50 Large \$5.99
Tossed Salad	Small \$3.50 Large \$4.99
<u>Wraps (All Served With Lettuce & Tomatoes)</u>	<u>Price</u>
Turkey and Swiss	\$7.50

Shrimp or Seafood Salad	\$6.99
Grilled Chicken Breast	\$6.99
Spicy Grilled Chicken Breast	\$6.99
Ham and Cheese	\$6.50
Grilled Vegetable	\$6.25
Tuna or Chicken Salad	\$5.99

Side Dishes

Fresh Fruit Salad	Small \$3.50 Large \$5.25
Spicy Curly Fries or Onion Rings	\$2.99
French Fries	\$2.99
Potato Knish	\$2.50
Soft Jumbo Pretzel	\$2.25
Potato or Macaroni Salad	\$2.00
Cole Slaw	\$2.00
Dannon Yogurt	\$1.99
Kosher Pickle	\$1.29

Kids Lunch Special (Served with Fries and Beverage) **Price**

Chicken Nuggets	\$5.50
Grilled Cheese	\$5.50

Sandwiches (Cheese - \$.75 Extra) **Price**

Hebrew National Hot Dog	\$2.69
Jumbo All-American Burger	\$5.99
Corned Beef Rueben	\$7.99
Corned Beef or Pastrami	\$6.99
Turkey or Roast Beef	\$6.99
Grilled Chicken Breast	\$6.99
Grilled Steak with Peppers and Onions	\$6.99
Shrimp or Seafood Salad	\$6.99
Chicken or Tuna Salad	\$5.99
Bologna or Ham	\$5.99
Salami	\$5.99
Bacon, Lettuce, Tomato	\$5.25
Grilled Cheese (Bacon or Ham Add \$1.50)	\$4.25

Coffe Bar

Latte	Tall \$2.59 Large \$3.25
Cappuccinos	Tall \$2.59 Large \$3.25
Espresso	Shot \$1.60 Double \$2.75
Coffee or Tea	Tall \$1.65 Large \$1.99
Flavored Coffee or Herbal Tea	Tall \$1.79 Large \$2.29
Iced Coffee	Tall \$1.99 Large \$2.49
Hot Chocolate (Whipped Cream \$.60 Extra)	Tall \$1.99 Large \$2.49

Cold Beverages

Bottled Water	Small \$2.00 Large \$2.79
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Fresh Smoothies	\$3.59
Fresh Squeezed Orange Juice	Small \$2.59 Large \$2.99
Coke, Sprite, Diet Coke, Orange	Small \$1.69 Large \$2.19
Dr. Brown's Soda's	\$2.09
Assorted Juices (Apple, Cranberry, Grapefruit)	Small \$2.49 Large \$2.99
Fresh Brewed Iced Tea	Small \$1.69 Large \$2.19
Lemonade or Fruit Punch	Small \$1.69 Large \$2.19
Snapple	\$2.09

Desserts and Snacks

Soft Serve Yogurt	<u>Price</u> Small \$2.99 Large \$3.99
Ice Cream	\$3.50
New York Cheese Cake	\$3.99
Gourmet Candies	\$4.99
Chocolate Cake	\$3.49
Assorted Pies	\$2.69
Assorted Nuts or Dried Fruits	\$4.49
Assorted Cookies or Brownies	\$2.99
Rice Pudding	\$2.49
Chocolate Pudding or Jell-O	\$2.49
Potato Chips	\$1.49

Soups

Chicken Noodle	<u>Price</u> \$2.99
Soup of the Day	\$2.99

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 13th day of April in the year ²⁰⁰⁶ ~~2005~~, before me, the undersigned, a Notary Public in and for said state, personally appeared Lysa Scully, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Handwritten Signature]
(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF Missouri)
) ss.
COUNTY OF St Charles)

[Faint Notary Seal]
Notary Public, State of New York
No. 01ED4959693
Qualified in Kings County
Commission Expires 1/6/2010

On the 8th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arndt L. Mayer Sohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

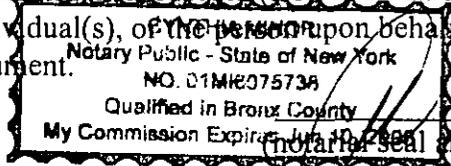
[Handwritten Signature]
(notarial seal and stamp)

STACY L. SRUET-LMEYER
Notary Public-Notary Seal
State of Missouri
St Charles County
My Commission Expires Feb 20, 2008

FOR SUBLESSEE

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

On the 5th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Morris Goldman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

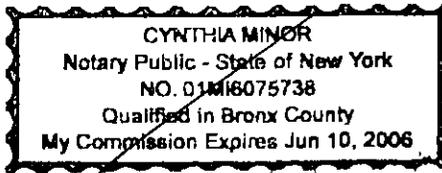


FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 12th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared L.A. Einspanier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathleen F. Davis
(notarial seal and stamp)



Port Authority of NY & NJ

Port Authority Consent Agreement No. AYD-517

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

ANTON AIRFOOD, INC.

and consented to by

AMERICAN AIRLINES, INC.

Dated as of April 25, 2005

Trim
6-2-06

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-517
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of April 25, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **ANTON AIRFOOD, INC.** dba SoHo Bistro ("Sublessee"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at Main Terminal, Hanger #11, Room 204, Reagan Washington National Airport, Washington, DC 20001, whose representative is Mr. Mike Jones, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in

the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

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

(7) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have hereunder; and

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

Maria Costanzo
Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By *[Signature]*
(Title) Asst. Director, CCPS
(Seal)

~~ATTEST:~~ WITNESS:

Jane C. Herbert
~~Secretary~~

WESTFIELD CONCESSION
MANAGEMENT, INC.

By *Donald J. Mayerschmid, Jr.*
(Title) ASST. VICE President
(Corporate Seal)

ATTEST:

Suzanne E. Sankov
Secretary

ANTON AIRFOOD, INC. (dba SoHo Bistro)

By *Charles E. Bowes*
(Title) EVP HR President
(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By *Jana Engeman*
(Name):

(Title) Vice President
(Corporate Seal)

APPROVED:	
FORM	TERMS
<i>MS</i>	<i>SB</i>

Jane

COPY

SUBLEASE

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**ANTON AIRFOOD, INC.
TENANT**

**SOHO BISTRO
TRADENAME**

SPACE NUMBER C-3

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 25th day of April, 2005, by and between **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("**Landlord**"), and **ANTON AIRFOOD, INC.**, a Delaware corporation, whose principal place of business is located at Main Terminal, Hanger #11, Room 204, Reagan Washington National Airport, Washington, D.C., 20001 ("**Tenant**").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-3 containing approximately 5,038 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

- | | | |
|---|---|----------------------------------|
| <input type="checkbox"/> Specialty Retail | <input checked="" type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location) | <input type="checkbox"/> Service |
| <input checked="" type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("**Concession Area Lease**"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("**Authority Lease**"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "**Authority Requirements**"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("**Consent Agreement**") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "**Tenant**" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the

Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) **Latest Rental Commencement Date:** The earlier of (i) the date on which Tenant completes its work within the Premises and opens the Premises to the public; (ii) one hundred (100) days from the date the Authority approves Tenant's TAA Permit; or (iii) May 31, 2005. (b) **Expiration Date:** The tenth (10th) anniversary of the Latest Rental Commencement Date, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: ("Percentage Rent"):**

Rental Commencement Date to Concourse B Opening Date (as defined below): Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) **Guaranteed Rent:**

Exemption (2.a.)

(ii) **Percentage Rent:**

Concourse B Opening Date to Expiration Date: Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) **Guaranteed Rent:**

Exemption (2.a.)

(ii) **Percentage Rent:**

(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable

regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee (Landlord estimates that for calendar year 2005 the Logistical Support and Public Area Maintenance Fee will be Exemption (2.a.) of Floor Area.); (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03.

(4) **Section 7.01: Permitted Use:** For the operation of a full-service, sit-down food and beverage concession serving food, alcoholic and non-alcoholic beverages, and for no other use or purpose. Tenant's initial menu offering is attached hereto as **Exhibit L** and made a part hereof. Tenant shall also be entitled to offer "to go" items as set forth on the menu. From time to time, Tenant may request in writing that new food & beverage product offerings may be prepared and sold from the Premises, subject to the prior written consent of Landlord determined in Landlord's reasonable discretion. With respect to any such new food & beverage product offerings, Tenant shall submit in writing to Landlord the complete proposed pricing structure for the prior written approval by Landlord, such approval to be determined in accordance with the Authority's "Street Pricing" policies.

(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 5:30 a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(6) **Section 16.01: Trade Name:** "SoHo Bistro".

(7) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord; at the time of the execution and delivery of this Sublease, either (a) the amount equal to Exemption (2.a.) or (b) an unconditional, irrevocable standby letter of credit in an amount equal to three (3) months' initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(8) **Section 27.05: Notice Addresses:**

Landlord:

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

Tenant:

Anton Airfood, Inc.
Main Terminal, Hanger #22, Room 204
Reagan Washington National Airport
Washington, DC 20001
Attention: Mr. Mike Jones

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Tenant's Billing Address:

Anton Airfood, Inc.
Main Terminal, Hanger #22, Room 204
Reagan Washington National Airport
Washington, DC 20001

Westfield Concession Management, Inc.
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to “Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey” and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(9) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises (“M/W/DBE”) Requirements:** If Tenant or Tenant’s participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G**. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority’s current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ____% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority

immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("**Term**") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "**Concourse B Opening Date**" shall mean the date that Concourse B is open to the public for Enplaned Passengers operations.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault

of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$500.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$1,000.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 **CONSENT.** Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 **DISCLAIMER.** TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. *Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever.* Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then **Guaranteed Rent** shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said **Guaranteed Rent** shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, **Guaranteed Rent** shall adjust (but in no event shall the **Guaranteed Rent** decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's **Guaranteed Rent** times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Concourse C's reported "**Enplaned Passengers**" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Concourse C during the 2006 calendar year and shall be compared to the "**Enplaned Passengers**" in the Concourse C during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft in Concourse C, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("**Lease Month**"), Percentage Rent equal to the product of the Applicable Percentage Rent Rates times the amount of Tenant's total "**Gross Receipts**" (as defined below) during such month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment amount of **Guaranteed Rent** paid by Tenant to Landlord. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all **Gross Receipts** made during the previous Lease Month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment amount of **Guaranteed Rent** paid by Tenant to Landlord.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "**Late Interest**" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other

sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "Gross Receipts" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of

merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than _____ of Gross Receipts per Lease Month; (10) mandatory discounts of not less than _____ Ex. 2.a. _____ of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("Storage Premises Rent") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or

similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes) and any interest or penalties to a tax due to Landlord's failure to pay such in a timely fashion. Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such

excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American

or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms

hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after

15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("Point of Sale Data"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit C), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 75 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("Annual Statement"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing

statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$100.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$250.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$500.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 15 days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$150.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$250.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant),

of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and

store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "Operating Equipment" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "Tenant Construction Review Manual" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "Design Guidelines" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("Conceptual Plans") and final drawings and specifications ("Final Drawings") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, Exhibit D and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption

of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Ex. 2.a. of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("Construction Cost"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer

licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of 135% of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such

principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("Tenant's Project Manager") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the

Premises, by or on behalf of Tenant. Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$500.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$75.00 per square foot on the "Public Areas" of the Premises only for each food and beverage concession and \$75.00

per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. As used herein, the Public Areas shall be defined as all areas which customers experience or use, excluded from the Public Areas are the kitchen space and any support space for the Premises. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

**ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE,
SURRENDER AND WAIVER OF CLAIMS**

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

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

as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the

Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the

Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$100.00 per day for the 1st violation in any 12 month period and the amount of \$250.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in Exhibit K. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements,

licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion, except as follows: Subject to prior approval by Landlord as to the placement of, type of, and number of tables and chairs, Tenant shall have a revocable license to place

tables and chairs in the 291square foot area designated and shown hatched on **Exhibit A-2** (the "**Tenant Seating Area**"), so long as Tenant maintains such tables and chairs and the Tenant Seating Area in a first class condition. All sanitation, cleaning, maintenance and trash removal services for such area of tables and chairs within the Tenant Seating Area shall be controlled by Tenant. Such responsibilities of Tenant within the Tenant Seating Area shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, trays, public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall insure the Tenant Seating Area and indemnify Landlord, American and the Authority, their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them with respect to Tenant's use of the Tenant Seating Area as if the Tenant Seating Area is a part of the Premises. In the event Tenant's right to use the Tenant Seating Area is revoked, Tenant shall not be required to restore the tile Tenant has installed in the Tenant Seating Area to carpeting. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are

the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in Exhibit K, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$500.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer

information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("Store Manager"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning

and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in Exhibit E. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its

occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("Performance Standards") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "Performance Categories"), among other matters and includes a set of minimum performance standards ("Minimum Performance Standards") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR

1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials placed at, above, in and/or on the Premises by Tenant; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 **OPERATION AND MAINTENANCE OF TERMINAL.** Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 **USE OF PUBLIC AREAS IN TERMINAL.** The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not

the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof.

Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed. Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "public seating areas" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency

of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "Logistical Support and Maintenance Fee") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort

delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed (2.a.) (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease

Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual *Operating Costs and Expenses for the Logistical Support and Maintenance Fee*.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping

centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS.

Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs,

replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, Exhibit D and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

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

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

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors. Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall,

during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in Exhibit D, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than \$5,000,000.00 per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains

specific exclusions. Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions. Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on Exhibit F and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies

shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for

property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnatee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnatee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnatee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnatee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnatee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnatee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or

person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not

limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and Exhibit D, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in Exhibit D and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 **ATTORNMENT**. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 **SUBORDINATION**. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee

and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements

affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the

Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "**Joint Marketing Fund**". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated

and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this

Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this

Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the

purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the

Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an

election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such *reletting without termination*, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each

monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful

holding over exceeds 5 days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "Rules and Regulations" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data Sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than three (3) months' initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "**Letter of Credit**". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any

Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder equal to three (3) months' initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("Performance Guaranty") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of three (3) months' initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this

Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the explained passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless**

reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written

notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest

shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be

binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to

raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 et seq.) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize

efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle

A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a

boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J**.

Section 27.30 RIGHT OF FIRST REFUSAL. (a) In the event that at any time during the Term, Landlord determines, in its sole and absolute discretion, to develop and operate a full service themed bar/tavern concession (the primary purpose of which is the sale of all types of alcoholic beverages including beer, wine and spirits with a limited selection of food items) within Concourse C ("**Additional Bar/Tavern Concessions**"), prior to offering any such Additional Bar/Tavern Concessions to any other third parties other than Tenant, Landlord shall offer to Tenant the one-time right and option to develop and operate any such Additional Bar/Tavern Concessions located within Concourse C on terms and conditions satisfactory to Landlord, American and the Authority determined in their sole and absolute discretion ("**Right of First Refusal**"). Such Right of First Refusal is available to Tenant if and only if each of the following conditions are met as set forth in this Section below. For avoidance of doubt, the Right of First Refusal granted to Tenant hereunder does not include any other types of food and beverage concessions whose primary purpose shall be the sale of food items with a limited selection of alcoholic beverages, such as a full service sit down restaurant with a full service bar and/or a fast food concession which may offer a limited selection of beer or wine nor does it include any Additional Bar/Tavern Concessions which may be located in any other parts of the Terminal other than on Concourse C. Tenant's Right of First Refusal shall be exercisable only on the following basis. Landlord shall provide Tenant with prior written notice, such notice containing with reasonable particularity, the rental, economic and other business terms and provisions as Landlord intends to offer to third parties and under which Tenant shall have the right to develop and operate any such Additional Bar/Tavern Concessions located within Concourse C ("**Landlord's Offer Notice**"). Tenant shall thereafter have the right to accept such Right of First Refusal in accordance with the terms and conditions of Landlord's Offer Notice by written notice ("**Tenant's Exercise Notice**") delivered to and received by Landlord within 30 days of the date of Landlord's Offer Notice.

(b) If Tenant timely delivers Tenant's Exercise Notice to Landlord thereby accepting all of the terms and conditions of Landlord's Offer Notice within the 30 day period referenced above, Landlord and Tenant shall enter into an amendment to this Sublease and/or a new sublease which will otherwise be upon the terms and conditions then provided in the standard form of sublease then in use for concession operators at the Terminal. Landlord and Tenant shall negotiate in good faith on a commercially reasonable basis to finalize and execute any such new amendment and/or new sublease within 30 days (or such longer period of time as determined in Landlord's sole and absolute discretion) following Landlord's receipt of Tenant's Exercise Notice. Notwithstanding the foregoing, in the event that Landlord, at the time of making its offer to Tenant, shall have provided Tenant with execution copies of an amendment or new sublease embodying the offered terms, Tenant's Exercise Notice will be effective only if such execution copies are duly executed and delivered by Tenant to Landlord at the time Tenant's Exercise Notice is given. Any such amendment or sublease for Additional Bar/Tavern Concessions and the terms and provisions thereof are subject to the prior approval and consent of American and the Authority.

(c) If Tenant fails or refuses to timely exercise its Right of First Refusal to develop and operate any such Additional Bar/Tavern Concessions within Concourse C strictly in accordance with the terms contained in Landlord's Offer Notice, Landlord shall have the right to sublease any such Additional Bar/Tavern Concessions to any other third parties on any other terms and conditions and for any other use

or purpose as Landlord may determine in its sole and absolute discretion and Landlord will have no further obligation whatsoever to offer to Tenant any other location in Concourse C or to negotiate with Tenant for an amendment or new sublease covering the offered location or any other location in Concourse C. Further, it shall be a condition precedent to Tenant's exercise of the Right of First Refusal that this Sublease shall then be in full force and effect and that Tenant is not then in default under this Sublease and has not, at any prior time during the Term, been in default under this Sublease after the expiration of any applicable notice or cure period or at any time between the date of Tenant's Exercise Notice and the effective date of any such amendment or new sublease.

(d) The Right of First Refusal is personal to Tenant and, unless otherwise approved by Landlord in writing, shall automatically terminate upon any transfer or assignment or further subletting, in whole or in part or any portion thereof, of this Sublease. Any such transfer, assignment or sublease is subject to the applicable provisions of this Sublease.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

ANTON AIRFOOD, INC.,
a Delaware corporation

By: *Robert M. Van Saik*
Print Name: ROBERT M. VAN SAIK
Title: CHIEF FINANCIAL OFFICER

ATTEST:

By: *Sadya C. Sanders*
Print Name: Sadya C. Sanders
Title: Secretary

LANDLORD:

WESTFIELD CONCESSION
MANAGEMENT, INC.,
a Delaware corporation

By: *Arnold L. Mayersohn, Jr.*
Print Name: Arnold L. Mayersohn, Jr.
Title: ASST. V.P. & Secretary



EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

**THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among THE
PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Port Authority"), WESTFIELD
CONCESSION MANAGEMENT, INC. ("Permittee"), _____ ("Sublessee"), a
(corporation/partnership/limited liability company) organized and existing under the laws of the State of
_____ with an office and place of business at _____, whose representative
is _____, and consented to by AMERICAN AIRLINES, INC. ("Airline").**

WITNESSETH, That:

**WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease
No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended,
the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy
International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in
Section 5 of the Airline Lease; and**

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

**WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004
(as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession
Lease") under which the Permittee agreed to provide certain development, leasing, and management
services with respect to consumer service operations at the Terminal; and**

**WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified
above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter
supplemented, amended and extended, the "Permit") and covering the services and facilities which the
Permittee agreed to provide pursuant to the terms of the Concession Lease; and**

**WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to
enter into an agreement with a third party unrelated to the Permittee in any manner to operate each**

consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the

duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

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

including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

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

unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "Tenant's Construction

Requirements”.

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general

public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for

police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. A construction deposit of \$5,000.00 will be required from Tenant's general contractor and such general contractor shall not be released by Landlord until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's

and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the *Tenant's Construction Requirements*.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a one-time, non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such fee is at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the

performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. **Specialty Retail and Food & Beverage Concession Facilities.** For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. **Newsstand and News & Gifts Concession Facilities.** For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift

locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9Pth Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

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

941; and (2) "**Minority**" – as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to

include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

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Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

EXHIBIT L

TENANT'S INITIAL MENU OFFERING
FOR FOOD & BEVERAGE CONCESSIONS

SoHo Bistro

Bistro Apps

Lobster Bisque	\$4.49
Firehouse Chili with cornbread	\$4.79
New England Clam Chowder	\$4.29
Pupu Platter (Asian Sampler)	\$11.99
Chicken Tenders with honey mustard & bbq	\$7.59
Eastern Shore Crab Fondue with pita chips	\$9.49
Authentic Buffalo Wings	\$7.29
Quesadillas Chicken	\$7.99
with Chorizo	\$7.99
with Beef	\$8.29
Calamari served with hot peppers and a chipotle mayo	\$8.99
Crab Cakes w. a tomato tarter sauce	\$9.29
Assortment of Artisan Cheese with Flatbread and a baguette	\$10.99

Bistro Salads

Asian Chicken Salad	\$8.29
Grilled Tuscan Chicken	\$8.99
With fresh mozzarella and tomatoes with balsamic vinaigrette	
New World Shrimp Waldorf	\$9.79
Cobb Salad	\$8.69
Caesar	\$5.29
Blackened Tuna	\$9.49
Grilled Chicken	\$8.29
Grilled Steak	\$8.59
BLT Salad with ranch dressing	\$6.99

Bistro Burgers

Served with Boardwalk Fries

All American Cheeseburger	\$7.29
BBQ Burger	\$7.79
Firehouse Burger with chili & Cheddar	\$8.29
Turkey Burger with honey mustard spread	\$7.49
Portobello Mushroom Burger with red onion and gorgonzola	\$7.49
Salmon Burger with dill aioli	\$8.49

Southwestern Burger \$8.99
with guacamole, bacon, cheddar & chipotle ketchup

Sandwiches

Served with choice of boardwalk fries, cole slaw or fruit

Mediterranean Turkey Flatbread
with olive pesto \$7.29

Grilled Tuna BLT with dill aioli \$9.99

Grilled Steak Wrap
with red onion and cheese \$8.99

Ham & Brie on baguette \$7.99

Chicken Caesar Wrap \$7.29

Roasted Vegetables on Flatbread
with balsamic glaze \$6.79

Beef & Bleu Baguette with gorgonzola \$7.99

Three C Baguette w. Chorizo,
Chicken and Cheese \$9.29

Thin Crust Gourmet Pizzas

Margarita Pizza \$8.49

Mediterranean Chicken \$9.29

Chorizo, ham and red onion \$9.29

Four Cheeses \$8.49

Specialty pizza of the day \$9.49

Entrees

Wild Alaskan Salmon with wilted spinach	\$15.79
Phillips Crab Cake Platter with boardwalk fries & cole slaw	\$17.99
Chicken Teriyaki Rice Bowl	\$11.79
Steak Teriyaki Rice Bowl	\$12.79
Fish n Chips with malt vinegar & cole slaw	\$9.99
Seared Peppercorn Tuna with jasmine rice	\$16.49
Lobster shitake ravioli with roasted pomodora sauce	\$15.29
Blue Cheese Crusted Filet with roasted potatoes	\$17.99
Stuffed Shrimp with crab over rice pilaf	\$16.99
½ Roasted chicken with garlic mashed potatoes	\$10.99
BBQ Pork Ribs with warm potato salad and cole slaw	\$15.79

Desserts

Oyster Bar NY Cheesecake	\$5.49
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New York Apple Pie ala mode
with vanilla bean ice cream \$4.99

Chocolate Waffle
with vanilla bean ice cream \$5.99

Mile High Carrot Cake \$4.99

Breakfast

Belgium Waffle
with strawberries and whipped cream \$6.49

with bacon or sausage \$7.29

with eggs, bacon or sausage \$8.49

Belguim Waffle Deluxe \$9.29

Chocolate Waffle with chocolate chips \$7.29

Belgium Waffle
with candied pecans and bananas \$7.69

Chicken, spinach and feta crepes \$7.99

Fresh Fruit crepes \$7.59

Bacon, Cheddar and hot peppers omelet \$7.99

Garden Vegetable omelet \$7.69

Egg, Meat and Cheese Brioche Sandwich \$6.29

Brioche French Toast \$7.29

Beverages

Coca Cola products	\$1.79
We proudly brew Starbuck's Coffee	\$1.99
Tropical Iced Teas, mango or raspberry	\$2.79
Herbal Teas	\$1.99
Florida Orange Juice	\$2.49
Nantucket Nectar Fruit Juices	\$2.29
New York State Apple Cider	\$2.39

Children's

For the kids 12 and under!

Chicken Tenders with honey mustard & bbq	\$5.59
Four Cheeses	\$5.49
Cheeseburger w. fries	\$5.29
Quesadillas Chicken	\$4.99

New World Shrimp Waldorf	\$9.79
Cobb Salad	\$8.69
Caesar	\$5.29
with Chicken	\$8.29

Sandwiches

Mediterranean Turkey Flatbread with olive pesto	\$6.29
Ham & Brie on baguette	\$6.99
Chicken Caesar Wrap	\$6.29
Roasted Vegetables on Flatbread with balsamic glaze	\$5.79

Breakfast

Fresh Fruit Cup	\$2.79
Muffins	\$1.99
Scones	\$1.99
Yogurt/Granola/Fruit Parfait	\$3.59
Egg White wrap w: sprouts, carrots and apple	\$4.49

SoHo on the go!

Salads

Grilled Tuscan Chicken

\$8.99

With fresh mozzarella and tomatoes with balsamic
vinaigrette

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 14 day of MARCH in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp) GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01M16026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF MISSOURI)
) ss.
COUNTY OF St Charles)

On the 17th day of November in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Knaeyer, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

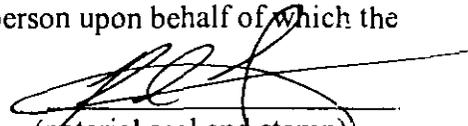
Stacy D. Brutton
(notarial seal and stamp)

Stacy D. Brutton
Notary Public
State of Missouri
St Charles County
My Commission Expires Feb 23, 2007

FOR SUBLESSEE

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On the 4 day of November in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Charles E. Powers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

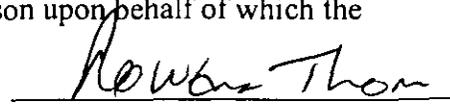

(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

PHILIP FLETCHER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 13, 2009

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 14th day of December in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Gasparic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(notarial seal and stamp)



Port Authority of NY & NJ

Port Authority Consent Agreement No. AYD-518

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

ANTON AIRFOOD, INC.

and consented to by

AMERICAN AIRLINES, INC.

Dated as of April 25, 2005

TFM
6-2-06

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-518
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of April 25, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **ANTON AIRFOOD, INC.** dba Starbucks ("Sublessee"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at Main Terminal, Hanger #11, Room 204, Reagan Washington National Airport, Washington, DC 20001, whose representative is Mr. Mike Jones, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in

the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

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

(7) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have hereunder; and

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst Director, CCAAS
(Seal)

~~ATTEST~~ WITNESS:

Jane C. Herbert
Secretary

WESTFIELD CONCESSION MANAGEMENT, INC.

By [Signature]
(Title) ASST. VICE President
(Corporate Seal)

ATTEST:

[Signature]
Secretary

ANTON AIRFOOD, INC. (dba Starbucks)

By [Signature]
(Title) EUP HR President
(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By [Signature]
(Name):
(Title) Vice President
(Corporate Seal)

APPROVED:	
FORM	TERMS
<u>[Signature]</u>	<u>[Signature]</u>

[Signature]

SUBLEASE

COPY

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**ANTON AIRFOOD, INC.
TENANT**

**STARBUCKS
TRADENAME**

SPACE NUMBER C-6

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

COPY

SUBLEASE

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**ANTON AIRFOOD, INC.
TENANT**

**STARBUCKS
TRADENAME**

SPACE NUMBER C-6

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 15th day of April, 2005, by and between **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("Landlord"), and **ANTON AIRFOOD, INC.**, a Delaware corporation, whose principal place of business is located at Main Terminal, Hangar # 11, Room 204, Reagan Washington National Airport, Washington, D.C. 20001 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-6 containing approximately 481 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

<input type="checkbox"/> Specialty Retail	<input checked="" type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location)	<input type="checkbox"/> Service
<input checked="" type="checkbox"/> In-Line	<input type="checkbox"/> Wall-Shop	<input type="checkbox"/> Kiosk

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the

Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) Latest Rental Commencement Date: May 31, 2005. If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by May 31, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations; (b) Expiration Date: May 31, 2012, or the seventh (7th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent:**

Rental Commencement Date to Concourse B Opening Date (as defined below):

Exemption (2.a.)

Concourse B Opening Date to the Expiration Date:

Exemption (2.a.)

(3) **Section 2.02: Percentage Rent:**

Rental Commencement Date to Concourse B Opening Date:

Exemption (2.a.)

Concourse B Opening Date to the Expiration Date:

Exemption (2.a.)

The Monthly Breakpoint(s) and Annual Breakpoint(s) are subject to adjustments in connection with the annual adjustments to the Minimum Annual Guaranteed Rent based upon the "Percentage Change in Enplaned Passengers". The Annual Breakpoint and Monthly Breakpoint shall adjust with the adjustment of Minimum Annual Guaranteed Rent in accordance with Section 2.01 so that the Annual Breakpoint shall at all times be a "natural breakpoint" calculated by dividing the current Minimum Annual Guaranteed Rent by Exemption (2.a.) and the Monthly Breakpoint shall be calculated by dividing the current Lease Year's Annual Breakpoint by twelve (12).

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee (Landlord estimates that for calendar year 2005 the Logistical Support and Public Area Maintenance Fee will be Exemption (2.a.) -----); (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) ---, of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03.

(5) **Section 7.01: Permitted Use:** For the operation of a food & beverage concession serving the following food and beverage products: Starbucks coffee, latte, cappuccino, and as ancillary thereto, the sale of baked goods, sandwiches, salads and non-alcoholic bottled beverages typically sold in a Starbuck's store, and for no other use or purpose. Tenant's initial menu offering is attached hereto as Exhibit L and made a part hereof. From time to time, Tenant may request in writing that new food & beverage product offerings may be prepared and sold from the Premises, subject to the prior written consent of Landlord determined in Landlord's reasonable discretion. With respect to any such new food & beverage product offerings, Tenant shall submit in writing to Landlord the complete proposed pricing structure for the prior written approval by Landlord, such approval to be determined in accordance with the Authority's "Street Pricing" policies.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 5:30 a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "Starbucks".

(8) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount equal to Exemption (2.a.) or (b) an unconditional, irrevocable standby letter of credit in an amount not less than three (3) months' initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in Exhibit H and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

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

Tenant:

Anton Airfood, Inc.
Main Terminal, Hangar #22, Room 204
Reagan Washington National Airport
Washington, D.C. 20001
Attn: Mr. Mike Jones

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant's Billing Address:

Anton Airfood, Inc.
Main Terminal, Hangar #22, Room 204
Reagan Washington National Airport
Washington, D.C. 20001
Attn: Mr. Mike Jones

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to Exhibit G. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a

partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ___% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "**Concourse B Opening Date**" shall mean the date that Concourse B is open to the public for Enplaned Passengers operations.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault

of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$500.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$1,000.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft in Concourse C, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is 30. Should any Lease Year be less than 12 full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is 365. Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "unnatural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "Gross Receipts" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for

the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees. if separately stated. and limited in amount to not more than

Ex. 2.a. _____ of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable

alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("Storage Premises Rent") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes) and any interest or penalties to a tax due to Landlord's failure to pay such in a timely fashion. Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by

Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification. Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04. Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such

Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any

consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION.

Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account

which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "**Point-of-Sale Terminal**") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each

Lease Month, a complete statement (substantially in the form of Exhibit C), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 75 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("Annual Statement"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$100.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$250.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$500.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 15 days after the close of each calendar quarter during the Term, the following report ("Business Statistics Report") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$150.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$250.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15

days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in Exhibit D, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products

and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("**TAA Process**"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration

Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) : of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings

and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed Exemption (2.a.) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of (2.a.) of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported

by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$500.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in **Exhibit D**) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$150.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection,

maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required

under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and slightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for

sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$100.00 per day for the 1st violation in any 12 month period and the amount of \$250.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in Exhibit K. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices,

sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled

departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$500.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("Store Manager"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.

Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in Exhibit E. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance

Standards ("Performance Standards") attached hereto as Exhibit K, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "Performance Categories"), among other matters and includes a set of minimum performance standards ("Minimum Performance Standards") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in Exhibit K until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in Exhibit K, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises

or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation,

a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials placed at, above, in and/or on the Premises by Tenant; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

**ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND
PUBLIC AREA MAINTENANCE**

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be

within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof.

Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed. Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "public seating areas" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3)

delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "Logistical Support and Maintenance Fee") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating

areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption 2.a. of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed (2.a.) (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same

to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant

shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS.

Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a

sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

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

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

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices

and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including,

without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than \$5,000,000.00 per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions. Notwithstanding the**

foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on Exhibit F and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord,

American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives,

contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such

entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned

upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a

limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect

either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has

expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in

full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting

reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically

terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure;
or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu

of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such

reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar

proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to

be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term. The

provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("DOT"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount set forth in the Performance Guaranty set forth in the Data Sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than three (3) months' initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in Exhibit H and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "Letter of Credit". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event

of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder equal to three (3) months' initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("**Performance Guaranty**") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to be levied by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of three (3) months' initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed

given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer

or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this

Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to

raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 et seq.) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize

efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in Exhibit I. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle

A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by

American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J**.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

ANTON AIRFOOD, INC.,
a Delaware corporation

By: [Signature]
Print Name: Robert M. Van Swick
Title: Chief Financial Officer

ATTEST:

By: [Signature]
Print Name: Sadye C. Sanders
Title: Secretary

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, INC.,**
a Delaware corporation

By: [Signature]
Print Name: Arnold L. Mayersohn, Jr.
Title: ASST. V.P. & Secretary



EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each

consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the

duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

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

including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

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

unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "**American's Work**" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "**Tenant's Work**" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may,

when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord,

American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. A construction deposit of \$5,000.00 will be required from Tenant's general contractor and such general contractor shall not be released by Landlord until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the

Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a one-time, non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such fee is at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the

Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding

any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES - EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(1)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not

referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

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

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

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

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

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

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

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation

employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of

the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

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All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

EXHIBIT L

TENANT'S INITIAL MENU OFFERING FOR FOOD & BEVERAGE CONCESSIONS

Espresso traditions

Classic favourites

Caffé Latte – Espresso and steamed milk

Cappuccino – Espresso, steamed milk and foamed milk

Carmel Macchiato – Foamed milk marked with espresso, vanilla and real carmel

Caffe Mocha – Espresso, cocoa, steamed milk and whipped cream

Caffe Americano – Espresso and hot water

Espresso – Our espresso roast – smooth and satisfying

Espresso Macchiato – Espresso gently marked with foam

Espresso con Panna – Espresso topped with whipped cream

Brewed coffee

Freshly brewed selection

Today's selection of freshly brewed coffee

Coffee Alternatives

Vanilla Crème – Steamed milk and vanilla topped with whipped cream

Tazo Hot Tea – Rare black and green tea blends, herbal infusions

Tazo Chai – Lightly sweetened black teas & spices, steamed with milk

Hot Chocolate – The finest cocoa, blended with hot milk

Starbucks on ice

Classic favourites poured over ice

Frappuccino

Blended beverages

Coffee – Sweet, creamy coffee blended with ice

Mocha – Sweet, creamy coffee and chocolate blended with ice, topped with whipped cream

Carmel – Coffee and creamy carmel blended with ice and topped with carmel sauce

Bottled Beverages

Assorted Fruit Juices

Bottled Specialty Coffee Beverages

Water

Panini Sandwich & Salads

Roast Beef Parmesan Panini

Roast Turkey Pesto Panini

Ham and Swiss Panini

Vegetarian Mozzarella Pesto Panini
Fruit Salad
Caesar Salad

• **Starbucks Bakery selections**

• *Full line of gourmet pastries & bakery deserts from local suppliers*

•
Scones -- (blueberry, cranberry, cinnamon chip, reduced fat apricot)
Muffins -- (blueberry, almond poppy, double chocolate, banana nut)
Biscottis
Brownies
Cinnamon Twists
Cookies -- (chocolate chip, Rocky Road, oatmeal raisin)
Croissants - (plain, strawberry-cream cheese, chocolate)
Danish
Bagel and daily breads
Coffee Cakes
Cheesecakes
Banana Loaf Cake
Bars -- (brownie, pecan, lemon, apple-caramel)

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 15 day of MARCH in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)
GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01M16026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF MISSOURI)
) ss.
COUNTY OF St Charles)

On the 17th day of November in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

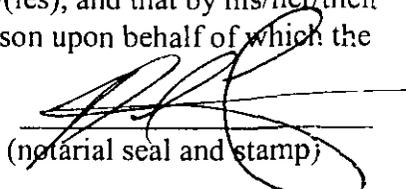
Pracy L. Gruettmeyer
(notarial seal and stamp)

STAC...
Notary...
STA...
ST...
Commis...

FOR SUBLESSEE

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On the 9 day of November in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Charles E. Powers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(notarial seal and stamp)

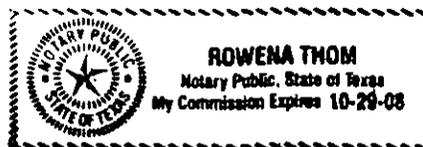
FOR AMERICAN AIRLINES, INC.

PHILIP FLETCHER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 13, 2009

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 14th day of December in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Emspanier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(notarial seal and stamp)



THIS ASSIGNMENT WITH ASSUMPTION AND CONSENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE, THE ASSIGNOR, COMPASS, THE AIRLINE AND ASSIGNEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Port Authority Consent Agreement No. AYD-534
Supplement No. 1
John F. Kennedy International Airport

CONSENT TO AN ASSIGNMENT WITH ASSUMPTION OF
CONSENT AGREEMENT

THIS AGREEMENT, effective as of the 14th day of July 2005 ("*Effective Date*"), by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "*Port Authority*"), WESTFIELD CONCESSION MANAGEMENT, INC. (hereinafter called the "*Permittee*"), ABP CORPORATION (hereinafter called the "*Assignor*"), COMPASS HOLDINGS, INC. (hereinafter called "*Compass*") a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 103 Foulk Road, Suite 202, Wilmington, DE 19803, CREATIVE HOST SERVICES, INC. (hereinafter called the "*Assignee*"), a corporation organized and existing under the laws of the State of California with an office and place of business at 11440 West Bernardo Court, Suite 256, San Diego, CA 92127-1641 whose representative is Sayed Ali and AMERICAN AIRLINES, INC. (hereinafter called the "*Airline*")

WITNESSETH, That:

WHEREAS, by a certain amended and restated agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "*Airline Lease*") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport for certain passenger terminal facilities ("*Terminal*"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "*Concession Lease*") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Assignor have entered into a sublease agreement ("Sublease"), which was consented to by the Airline and the Port Authority, by execution and delivery of the Consent Agreement identified above by Port Authority Agreement Number (the "Consent") effective as of June 6, 2005; and

WHEREAS, the Assignor, Compass and the Assignee have entered into an assignment and assumption agreement effective as of the Effective Date which has been consented to by the Permittee and the Airline covering the assignment of the Sublease from the Assignor to Compass and from Compass to Assignee; and

WHEREAS, the Assignor and the Assignee are each wholly-owned subsidiaries of Compass, and

WHEREAS, the Assignor desires to assign the Consent to Compass and Compass desires to further assign the Consent to the Assignee with the consent of the Port Authority, the Permittee and the Airline; and

WHEREAS, the Port Authority is willing to grant its consent to such assignments effective as the Effective Date, on certain terms, provisions, covenants and conditions as hereinafter set forth; and

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

1. Assignment of the Consent from the Assignor to Compass:

(a) (i) The Assignor does hereby assign, transfer and set over to Compass and its heirs, excutors, administrators and successors to its and their own proper use, benefit and behoof forever, the Consent, to have and to hold the same unto Compass its heirs, excutors, administrators and its successors from the Effective Date, for and during the balance of the effective period of the permission granted under the Consent, subject nevertheless to all the terms, provisions and conditions therein contained.

(ii) The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such consent by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirements for consent (or consents) to each and every subsequent assignment by Compass or by any subsequent assignee, nor shall the Assignor be relieved of liability under the terms, provisions and conditions of the Consent, by reason of this consent of the Port Authority or of one or more other consents to one or more other assignments thereof.

(iii) The Assignor agrees that this assignment of its interest in the Consent, and this consent of the Port Authority thereto, shall not in any way whatsoever affect or impair the liability of the Assignor to perform all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, of the Consent, on the part of the Sublessee thereunder to be performed, and that the Assignor shall continue fully liable for the performance of all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, on the part of the Sublessee thereunder to be performed. The liability of the Assignor as set forth in this paragraph shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Consent, whether in accordance with the terms of the Consent, or by a separate or additional document, and notwithstanding any such renewal, modification or extension whether or not the Assignor have specifically consented to such renewal, modification or extension. The liability of the Assignor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Assignor's consent to any such renewal, modification or extension notwithstanding that the Port Authority has previously obtained such consent with respect to a prior renewal, modification or extension.

(iv) Compass does hereby assume the performance of and does hereby agree to perform all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, contained in the Consent, to be performed on the part of the Sublessee thereunder, as though Compass were an original signatory to the Consent. The execution of this instrument by the Port Authority does not constitute a representation by it that the Assignor has performed or fulfilled every obligation required by the Consent and as to such matters Compass agrees to rely solely upon the representation of the Assignor.

(v) The liability of Compass hereunder shall in no way be affected by:

(aa) The release or discharge of Compass in any creditors', receivership, bankruptcy or other similar proceeding; or

(bb) The impairment, limitation or modification of the liability of Compass or its estate in bankruptcy, or of any remedy for the enforcement of Compass's said liability under the Consent, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over Compass or its estate; or

(cc) The rejection or disaffirmance of the in any creditors', receivership, bankruptcy, or other similar proceeding; or

(dd) Any disability or any defense of Compass.

2. Assignment of the Consent from Compass to the Assignee:

(a) (i) Compass does hereby assign, transfer and set over to the Assignee and its heirs, executors, administrators and successors to its and their own proper use, benefit and behoof forever, the Consent, to have and to hold the same unto the Assignee its heirs, executors, administrators and its successors from the Effective Date, for and during the balance of the effective period of the permission granted under the Consent, subject nevertheless to all the terms, provisions and conditions therein contained.

(ii) The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such consent by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirements for consent (or consents) to each and every subsequent assignment by the Assignee or by any subsequent assignee, nor shall Compass be relieved of liability under the terms, provisions and conditions of the Consent, by reason of this consent of the Port Authority or of one or more other consents to one or more other assignments thereof.

(iii) Compass agrees that this assignment of its interest in the Consent, and this consent of the Port Authority thereto shall not in any way whatsoever affect or impair the liability of Compass to perform all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, of the Consent, on the part of the Sublessee thereunder to be performed, and that Compass shall continue fully liable for the performance of all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, on the part of the Sublessee thereunder to be performed. The liability of Compass as set forth in this paragraph shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Consent, whether in accordance with the terms of the Consent, or by a separate or additional document, and notwithstanding any such renewal, modification or extension whether or not Compass have specifically consented to such renewal, modification or extension. The liability of Compass hereunder shall in no way be affected by the failure of the Port Authority to obtain Compass's consent to any such renewal, modification or extension notwithstanding that the Port Authority has previously obtained such consent with respect to a prior renewal, modification or extension.

(iv) The Assignee does hereby assume the performance of and does hereby agree to perform all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, contained in the Consent, to be performed on the part of the Sublessee thereunder, as though the Assignee were an original signatory to the Consent. The execution of this instrument by the Port Authority does not constitute a representation by it that Compass has performed or fulfilled every obligation required by the Consent and as to such matters the Assignee agrees to rely solely upon the representation of Compass.

affected by: (v) The liability of Compass hereunder shall in no way be

(aa) The release or discharge of the Assignee in any creditors', receivership, bankruptcy or other similar proceeding; or

(bb) The impairment, limitation or modification of the liability of the Assignee or its estate in bankruptcy, or of any remedy for the enforcement of the Assignee's said liability under the Consent, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Assignee or its estate; or

(cc) The rejection or disaffirmance of the in any creditors', receivership, bankruptcy, or other similar proceeding; or

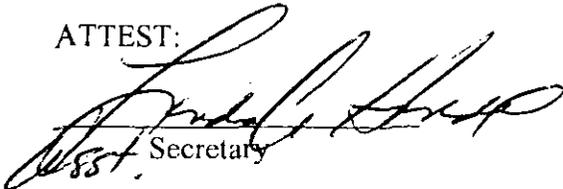
(dd) Any disability or any defense of the Assignee.

3. Neither the Commissioners of the Port Authority nor any of them, nor any officers, agent or employee thereof, shall be charged personally by the Permittee, the Airline, the Assignor, Compass or by the Assignee with any liability or held liable to any of them under any term or provision of this Agreement, or because of its execution, or because of any breach or attempted or alleged breach thereof.

4. As hereby amended, all the provisions of the Consent shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Port Authority, the Permittee, the Airline, the Assignor, Compass and the Assignee have executed these presents as of the date first hereinabove set forth.

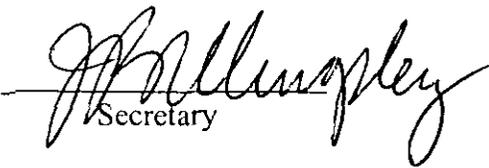
ATTEST:


Asst. Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By 
(Title) Asst. Director, CCBAS
(Seal)

ATTEST:


Secretary

ABP CORPORATION
(Assignor)

By Susan Morelli
Print Name Sue morelli
(Title) _____ President

(Corporate Seal)

ATTEST:

Laurence B. Jones
Assistant Secretary
Laurence B. Jones

COMPASS HOLDINGS, INC.

(Compass)

By Thomas G. Ondrof
Print Name Thomas G. Ondrof

(Title) President
(Corporate Seal)

ATTEST:

Patrick Connead
Secretary
PATRICK CONNEAD

CREATIVE HOST SERVICES, INC.

(Assignee)

By Sayed Ali
Print Name Sayed Ali 11/2/02

(Title) CEO President
(Corporate Seal)

Consented and Agreed to
as of July 14, 2005
AMERICAN AIRLINES, INC.

Consented and Agreed to as of July 14, 2005
WESTFIELD CONCESSION MANAGEMENT, INC.

By Laura A. Enspanier
Print Name Vice
Corporate estate
(Title) President

By Arnold L. Mayersohn, Jr.
Print Name Arnold L. Mayersohn, Jr.
(Title) Assistant Vice President

LAURA A. ENSPANIER
Vice President
Corporate estate

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
<u>SB</u>	<u>ML</u>

SAR/dmt

For The Port Authority of NY & NJ

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

On the 10TH day of APRIL in the year 200~~6~~⁷, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01M16026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

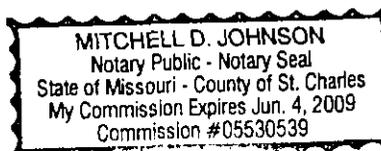
Gail E. Mitchell
(notarial seal and stamp)

For Westfield Concession Management, Inc.

STATE OF Missouri)
) ss.
COUNTY OF St. Louis)

On the 28 day of November in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mitchell D. Johnson
(notarial seal and stamp)



For Creative Host Services, Inc.

STATE OF CA)
COUNTY OF SAN DIEGO) ss.

On the 12th day of NOV in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared SAYED ALI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]
(notarial seal and stamp)

For American Airlines, Inc.

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

On the 2nd day of ²⁰⁰⁷ MARCH in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared LAURA A. EINSPIANER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]
(notarial seal and stamp)

Port Authority of NY & NJ

Port Authority Consent Agreement No. AYD-534

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

ABP CORPORATION

and consented to by

AMERICAN AIRLINES, INC.

Dated as of June 6, 2005

[Handwritten signature]

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-534
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of June 6, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **ABP CORPORATION dba Au Bon Pain** ("Sublessee"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at One Au Bon Pain Way, Boston, Massachusetts 02210, whose representative is Julie Barrett, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in

the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

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

(7) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to terminate this Consent and exercise any other rights that the Port Authority may have hereunder; and

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

Karen Lustman
Secretary

**THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

By *[Signature]*
(Title) Asst. Director, CCCAS
(Seal)

~~ATTEST:~~ WITNESS:

Jane L. Herbert
~~Secretary~~

**WESTFIELD CONCESSION
MANAGEMENT, INC.**

By *Arnold T. Mayersohn, Jr.*
(Title) ASSISTANT VICE President
(Corporate Seal)

ATTEST:

[Signature]
Secretary

ABP CORPORATION
dba Au Bon Pain

By *Susan Morelli*
(Title) Susan Morelli President
(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By *Laura A. Einspahr*
(Name):

(Title) AURA A. EINSPAHR
(Vice President)
Corporate Real Estate

APPROVED:
FORM | TERMS
[Initials] | *[Signature]*

[Signature]

SUBLEASE

COPY

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**ABP CORPORATION
TENANT**

**AU BON PAIN
TRADENAME**

SPACE NUMBER C-14

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 6th day of JUNE, 2005, by and between **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("Landlord"), and **ABP CORPORATION**, a Delaware corporation, whose principal place of business is located at One Au Bon Pain Way, Boston, Massachusetts 02210 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-14 containing approximately 1,666 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

- | | | |
|---|---|----------------------------------|
| <input type="checkbox"/> Specialty Retail | <input checked="" type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location) | <input type="checkbox"/> Service |
| <input checked="" type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth

in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) Latest Rental Commencement Date: August 1, 2005. If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by August 1, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations; (b) Expiration Date: July 31, 2015, or the tenth (10th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: Percentage Rent ("Percentage Rent"):**

(a) Rental Commencement Date to Concourse B Opening Date: Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent: Percentage

(b) Concourse B Opening Date through Expiration Date: Tenant shall pay Landlord, the greater of Guaranteed Rent, Percentage Rent and/or Net Effective Rent (as defined below) as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(iii) Net Effective Rent:

(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay

miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03.

(4) **Section 7.01: Permitted Use:** For the operation of an Au Bon Pain Restaurant serving breakfast, lunch and dinner menus, including beer and wine (subject to the provisions hereof) and for no other use or purpose. Tenant's initial menu offering is attached hereto as **Exhibit L** and made a part hereof. From time to time, Tenant may request in writing that new food & beverage product offerings may be prepared and sold from the Premises, subject to the prior written consent of Landlord determined in Landlord's reasonable discretion, such consent to be either granted or denied by Landlord within twenty-hour (24) hours after Landlord's receipt of Tenant's request. With respect to any such new food & beverage product offerings, Tenant shall submit in writing to Landlord the complete proposed pricing structure for the prior written approval by Landlord, such approval to be determined in accordance with the Authority's "Street Pricing" policies.

(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 5:30 a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(6) **Section 16.01: Trade Name:** "Au Bon Pain".

(7) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount of Exemption (2.a.) in immediately available funds or (b) an unconditional, irrevocable standby letter of credit in an amount not less than of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(8) **Section 27.05: Notice Addresses:**

Landlord:

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

Tenant:

ABP Corporation
One Au Bon Pain Way
Boston, Massachusetts 02210
Attn: President & CEO

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport -- Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant's Billing Address:

ABP Corporation
One Au Bon Pain Way
Boston, Massachusetts 02210
Attn: Julie Barrett

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(9) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G**. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ___% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("Commencement Date"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "Rentals") shall commence upon the date ("Rental Commencement Date") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "Lease Year" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "Concourse B Opening Date" shall mean the date that Concourse B is open to the public for Enplaned Passengers operations.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault

of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$500.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$1,000.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is 30. Should any Lease Year be less than 12 full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is 365. Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "unnatural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "Gross Receipts" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; wholesale sales to airlines for in-flight food services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise

are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than 5% of the Gross Receipts per Lease Month; (10) mandatory discounts of not less than 5% of the Gross Receipts per Lease Month; (11) Exemption (2.a.)

Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; (13) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Premises pursuant to Tenant's record keeping system; and/or (14) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at

its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises required by Landlord, then Landlord shall be solely responsible for all reasonable moving costs and Tenant shall be solely responsible for all other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("Storage Premises Rent") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month. If relocation of Storage Premises is required by American or Port Authority, Tenant shall be responsible for all costs and expenses in connection therewith.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area; provided, however, any vacant Floor Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession

Area, but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in Terminal C. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 30 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 30 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 30 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. If such contest is lost, Tenant shall not have to pay for such contest. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification. Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with

its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04. Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord

hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will not waive any such applicable late charges for the next consecutive 12 month period.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION.

Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds. Nothing herein shall diminish Tenant's right in disputing, in good faith, a charge assessed Tenant hereunder.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the

management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), reconciled bank account detail, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least

two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("Point of Sale Data"), reflecting the amount of each sales transaction, the number of unaudited transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit C), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant, showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("Annual Statement"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the future Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be reasonably required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$100.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$250.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$500.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 10 days after the close of each calendar quarter during the Term, the following report ("Business Statistics Report"), containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger (provided Landlord provides Tenant with such Enplaned Passenger data), by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per report per day until such report is properly delivered to Landlord

for the 1st such failure to furnish a report, \$100.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$200.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 5% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 30 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 30 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as

possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, Exhibit D and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 10 days from the dates required, Landlord may terminate this Sublease upon five (5) days written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. If Tenant does not open on the grand opening date of Concourse C, which is currently scheduled for the date set forth on the Data Sheet, storefront barricades reasonably acceptable to Landlord, attractively screening the Premises from view during construction, shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Tenant does not open on the grand opening date of Concourse C, which is currently scheduled for the date set forth on the Data Sheet, and Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be**

allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("Construction Cost"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 180 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 180 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$250.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 270 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 180 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 10% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 180 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 270 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of 135% of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within one year after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably

satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$500.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "**AS IS**" "**shell condition**" (as described in Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith

without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$100.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or

alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal. Except in the case of an emergency, Landlord shall use reasonable efforts to schedule such moving activities outside of Tenant's hours of operation.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a),

Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 30 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination if Landlord exercises its right to relocate the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business and Tenant does not relocate to such other space and Tenant does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, Landlord shall reimburse Tenant within 60 days after the effective date thereof an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 30 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. If Tenant fails to provide such information within the one (1) year from the completion of Tenant's work, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever released Landlord from any obligations under this Section 6.02. **Notwithstanding the foregoing, except as expressly provided for herein, under no circumstances shall any third party, including, without limitation, American or the Authority, have any obligation to Tenant, nor shall Tenant be entitled to any payment from either any other third party including American and the Authority for Tenant's Eligible Costs or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 30 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the one (1) year from the completion of Tenant's work, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release Landlord and American from any obligations under this Section**

6.02.

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance

remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$100.00 per day for the 1st violation in any 12 month period and the amount of \$250.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to

operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion, except as follows: Subject to prior approval by Landlord as to the placement of, type of, and number of tables and chairs, Tenant shall have a revocable license to place tables and chairs in the 239 square foot area designated and shown hatched on Exhibit A-2 ("Tenant's Seating Area"), so long as Tenant maintains such tables and chairs and Tenant's Seating Area in a first class condition. All sanitation, cleaning, maintenance and trash removal services for such area of tables and chairs within Tenant's Seating Area shall be performed by Tenant at its sole cost and expense. Such responsibilities of Tenant within Tenant's Seating Area shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, trays, public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall insure Tenant's Seating Area and indemnify Landlord, American, the Authority, and the City of New York, their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them with

respect to Tenant's use of Tenant's Seating Area as if Tenant's Seating Area is a part of the Premises. In the event Tenant's right to use Tenant's Seating Area is revoked, Tenant shall not be required to restore the tile Tenant has installed in Tenant's Seating Area to carpeting. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year.

Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$125.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by

telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the average price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on semi-annual basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("Performance Standards") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price,

customer service/personnel, and Premises cleanliness and maintenance (collectively, the "Performance Categories"), among other matters and includes a set of minimum performance standards ("Minimum Performance Standards") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "**Toxic or Hazardous Materials**" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "**Environmental Laws**"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data

sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including

reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Landlord agrees that it shall not permit or place an RMU that directly competes with Tenant's Permitted Use within fifty (50) feet of the storefront entrance to the Premises. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for

Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed. Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny

access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles

and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises and the Floor Area in Tenant's Seating Area (so long as Tenant has the right to use of Tenant's Seating Area) bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed 10% (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS.

Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be

non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

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

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

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) If requested by Landlord, Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance

containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in Exhibit D, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than \$5,000,000.00 per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions,

amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an

additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the

Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever

nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord within 30 days following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions,

disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that 365 days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 30 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a

limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 **WASTE OR NUISANCE**. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect

either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("**Trade Name**") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "**Trademarks**" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "**Joint Marketing Fund**". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has

expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 45 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in

full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting

reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a

Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 30 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 30 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the

Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such

previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean

the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If

Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "**Tenant's Taxes**"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly amount of Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term.

The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of

the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data Sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than 50% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "**Letter of Credit**". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the

entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder equal to three (3) months' initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of three (3) months' initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("**Performance Guaranty**") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance

and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 100% of the initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause

expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due

hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition has not materially changed since such date. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements. Landlord shall treat such financial statements and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national edition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal

received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and

every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 30 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 30 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION

LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord, American and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in Exhibit I. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 SALE OF ALCOHOLIC BEVERAGES. Tenant, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to the sale and consumption of beer and wine from the Premises prior to the opening of the Premises for business to the public which license shall be maintained in accordance with New York law by Tenant throughout the Term of this Sublease. Tenant shall also be responsible for any and all signage, postings or other materials requested by Landlord, American or the Authority or required under New York law from time to time as well as compliance with all of the rules and regulations of the appropriate governmental and/or quasi-governmental agencies which have jurisdiction over beer and wine licenses. At a minimum, signs must be present at the point of purchase stating that alcoholic beverages must be consumed in Tenant's Seating Area only, and, anyone in possession of an alcoholic beverage outside of such designated Seating Area can be arrested for drinking in public and Tenant can also be fined, have the license suspended or revoked or arrested. Such right to sell beer and wine from the Premises for consumption in such Tenant's Seating Area is subject to the following provisions: (a) Tenant shall only be permitted to sell beer and wine in non-glass cups bearing Tenant's Trade Name and logo; (b) Tenant's Seating Area must be sectioned off and marked with appropriate signage for the consumption of alcoholic beverages; (c) Tenant shall only allow beer and wine consumption in Tenant's Seating Area and Tenant and its employees shall be responsible for monitoring Tenant's Seating Area to ensure that no patrons remove alcoholic beverages from Tenant's Seating Area; (d) Tenant shall post signs conspicuously within Tenant's Seating Area and at each table within such designated Seating Area stating that no customer or patron shall remove any beer and/or wine from Tenant's Seating Area.

Should Landlord, American or the Authority reasonably determine that the sale of beer and wine from the Premises results in problems within the Terminal or should Tenant fail to strictly comply with the provisions of this Section 27.27 or applicable law, rule, regulation, statute or ordinance, then, upon written notice from Landlord, Tenant shall, within two (2) days, cease the sale of all beer and wine from the Premises. If Tenant's Seating Area is removed from the Premises, then Tenant shall cease the sale of all beer and wine from the Premises immediately as of the date of such removal.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

ABP CORPORATION,
a Delaware corporation,

By: [Signature]
Print Name: John Billingsley
Title: Vice-president

ATTEST:

By: [Signature]
Print Name: Julie Barrett
Title: Portfolio Pract

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, INC.,**
a Delaware corporation

By: [Signature]
Print Name: Arnold L. Mayscha, Jr.
Title: Asst. V. P. & Secretary



EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

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

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Port Authority"), WESTFIELD CONCESSION MANAGEMENT, INC. ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by AMERICAN AIRLINES, INC. ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or

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

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental

requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

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

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

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

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits

against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing

an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Percentage Rent			Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
		Guaranteed Rent	Breakpoint	Overage					
Jan									
Feb									
Mar									
Apr									
May									
June									
Jul									
Aug									
Sep									
Oct									
Nov									
Dec									
Y-T-D									

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may,

when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord,

American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 30 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

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

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

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

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 30 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for

police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. A construction deposit of a minimum of \$5,000.00 will be required from either Tenant or Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents

referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

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

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. If Tenant does not open on the grand opening date of Concourse C which is currently scheduled for the date set forth on the Data Sheet, Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area lease line in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a one-time, non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such fee is at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity

arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding

any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

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

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

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

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES - EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

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

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

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

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

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

941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

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

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

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

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

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "**Minority Business Enterprise**" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "**Women-owned Business Enterprise**" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "**Meaningful participation**" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to

include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Au Bon Pain - Café Price List Effective Date: 4/18/05

4/5/2005

		2	3	
BAKERY				
Filled Croissants	\$1.69	\$1.79	\$1.79	\$1.79
Plain Croissant	\$1.39	\$1.39	\$1.39	\$1.39
Regular Muffins	\$1.69	\$1.69	\$1.69	\$1.79
Low Fat Muffins	\$1.49	\$1.49	\$1.49	\$1.79
Danishes	\$1.79	\$1.79	\$1.79	\$1.79
Scones	\$1.69	\$1.69	\$1.69	\$1.79
Cinnamon roll	\$1.99	\$1.99	\$1.99	\$1.99
Pecan Rolls	\$1.99	\$1.99	\$1.99	\$2.19
Strudels	\$1.69	\$1.69	\$1.69	\$1.79
Crème de Fleur	\$2.49	\$2.49	\$2.49	\$2.49
Hot Croissants	\$2.59	\$2.59	\$2.59	\$2.79
David's Dessert Bars & Crumb Cakes	\$1.69	\$1.69	\$1.69	\$1.79
Doughnuts				
Doughnuts	\$0.89	\$0.89	\$0.89	\$0.89
1/2 Dozen Doughnuts	\$4.99	\$4.99	\$4.99	\$4.99
1 Dozen Doughnuts		\$8.99	\$8.99	\$8.99
Cookies				
Cookies	\$1.19	\$1.19	\$1.19	\$1.19
Dipped Cookies	\$1.39	\$1.39	\$1.39	\$1.39
2 Cookies	\$1.99	\$1.99	\$1.99	\$1.99
Bagels and Cream Cheese				
Bagels	\$0.89	\$0.89	\$0.89	\$0.99
Bagels & Cream Cheese	\$1.89	\$1.89	\$1.89	\$1.99
Cream Cheese	\$1.00	\$1.00	\$1.00	\$1.00
Bagel CC Coffee Combo	\$2.89	\$2.89	\$2.89	\$2.89
Half Dozen Bagels	\$3.69	\$3.69	\$3.69	\$4.49
Dozen Bagels	\$6.39	\$6.39	\$6.39	\$7.99
Breakfast Sandwiches				
Bagel and Egg with bacon & cheddar cheese	\$2.99	\$2.99	\$2.99	\$3.49
Bagel and Egg with bacon or cheddar cheese	\$2.59	\$2.59	\$2.59	\$2.99
Egg Sandwich	\$1.99	\$1.99	\$1.99	\$2.29
American Eagle (LaGuardia only)				\$2.25
Breads				
Rolls	\$0.69	\$0.69	\$0.69	\$0.69
Sandwich Breads	\$0.99	\$0.99	\$0.99	\$0.99
Breadstick	\$0.89	\$0.99	\$0.99	\$0.99
Bread Bowl	\$1.79	\$1.79	\$1.79	\$1.79
Asiago Flat Bread Triangles	\$0.69	\$0.69	\$0.69	\$0.69
Croutons	\$0.69	\$0.69	\$0.69	\$0.69
Basil Pesto Toast	\$0.69	\$0.69	\$0.69	\$0.69
4-Pack Rolls	\$1.99	\$1.99	\$1.99	\$1.99
4-Pack Breads	\$2.99	\$2.99	\$2.99	\$2.99
AB Ficelles	\$1.49	\$1.49	\$1.49	\$1.49
AB Baguette	\$1.99	\$1.99	\$2.49	\$2.49
AB Honey Multi Grain Baguette	\$2.49	\$2.49	\$2.99	\$2.99
AB Sun Dried Tomato	\$4.99	\$4.99	\$4.99	\$4.99
AB Multi Grain	\$4.99	\$4.99	\$4.99	\$4.99
AB Bavarian Rye	\$4.99	\$4.99	\$4.99	\$4.99
AB French Country White	\$3.99	\$3.99	\$3.99	\$3.99
AB Apple Almond	\$3.99	\$3.99	\$3.99	\$3.99
AB Cranberry Raisin Nut	\$3.99	\$3.99	\$3.99	\$3.99
AB Chocolate Cherry Bread	\$3.99	\$3.99	\$3.99	\$3.99
Garlic Bread	\$2.99	\$2.99	\$2.99	\$2.99

Au Bon Pain - Café Price List **Effective Date: 4/18/05**

4/6/2005

			3	
BEVERAGES				
Commodity Beverages				
<i>Soda, Lemonade, Peach Ice Tea, Ice Tea, or Ice Coffee</i>				
Regular	\$1.29	\$1.29	\$1.29	\$1.39
Large	\$1.59	\$1.59	\$1.59	\$1.79
Refill (22oz)	\$0.99	\$0.99	\$0.99	\$0.99
Frozen Blasts				
Regular	\$3.39	\$3.49	\$3.49	\$3.49
Large	\$3.99	\$3.99	\$3.99	\$3.99
Orange Juice				
Regular	\$1.69	\$1.79	\$1.79	\$1.89
Large	\$2.59	\$2.69	\$2.69	\$2.79
Extra Large (24 oz.)	\$3.39	\$3.49	\$3.49	\$3.59
Coffee				
Small	\$1.29	\$1.29	\$1.29	\$1.39
Regular	\$1.39	\$1.39	\$1.39	\$1.59
Large	\$1.49	\$1.49	\$1.49	\$1.79
Tea				
	\$1.29	\$1.29	\$1.29	\$1.39
Specialty Drinks				
Espresso	\$1.49	\$1.59	\$1.59	\$1.59
<i>Café Latte/Cappuccino/Café Au Lait/Hot Mocha Blast</i>				
Small	\$2.69	\$2.79	\$2.79	\$2.79
Regular	\$2.99	\$3.19	\$3.19	\$3.39
Large	\$3.29	\$3.49	\$3.49	\$3.89
Choco Bon Loco				
6 oz	\$2.99	\$2.99	\$2.99	\$2.99
Hot Cocoa				
Small	\$2.19	\$2.29	\$2.29	\$2.79
Regular	\$2.49	\$2.59	\$2.59	\$3.39
Large	\$2.79	\$2.89	\$2.89	\$3.89
Bottled Beverages				
20oz Bottled Soda	\$1.79	\$1.89	\$1.89	\$1.89
Aquafina Sparkling	\$1.79	\$1.89	\$1.89	\$1.89
Poland spring water (16.9oz.)	\$1.49	\$1.59	\$1.59	\$1.69
Poland spring water (1 liter)	\$2.29	\$2.29	\$2.29	\$2.69
Ice Mountain(16oz)	\$1.49	\$1.59	\$1.59	\$1.69
Ice Mountain(1liter)	\$2.29	\$2.29	\$2.29	\$2.69
Aquafina Water	\$1.69	\$1.69	\$1.69	\$1.69
Propel	\$1.89	\$1.89	\$1.89	\$1.89
Perrier	\$1.89	\$1.89	\$1.89	\$1.89
Nantucket Nectars	\$1.99	\$1.99	\$1.99	\$1.99
Nantucket Organics	\$2.79	\$2.79	\$2.79	\$2.79
Kristal	\$1.79	\$1.79	\$1.79	\$1.79
SOBE	\$2.29	\$2.29	\$2.29	\$2.39
AMP	\$2.99	\$2.99	\$2.99	\$2.99
Gatorade	\$1.79	\$1.79	\$1.79	\$1.99
Mocha Blast	\$1.89	\$1.89	\$1.89	\$1.89
Other				
Milk (16oz.)	\$1.99	\$1.99	\$1.99	\$1.99
Soy Milk	\$1.99	\$1.99	\$1.99	\$1.99

Au Bon Pain - Café Price List Effective Date: 4/18/05

4/8/2005

			3	
SALADS				
Turkey Medallion Cobb Salad	\$5.99	\$5.99	\$5.99	\$5.99
Chef's Salad	\$5.59	\$5.69	\$5.69	\$5.79
Mediterranean Chicken Salad	\$5.79	\$5.89	\$5.89	\$5.89
Chicken Caesar	\$5.49	\$5.69	\$5.69	\$5.69
Tuna Garden	\$5.49	\$5.59	\$5.59	\$5.69
Thai Chicken Salad	\$5.69	\$5.79	\$5.79	\$5.89
Salad Nicoise	\$5.69	\$5.69	\$5.69	\$5.69
Caesar	\$4.49	\$4.59	\$4.59	\$4.69
Garden	\$3.49	\$3.59	\$3.59	\$3.69
Side Garden and Caesar	\$2.89	\$2.99	\$2.99	\$2.99
Field Greens & Gorgonzola	\$5.69	\$5.69	\$5.69	\$5.69
Chicken Pesto	\$5.69	\$5.69	\$5.69	\$5.69
Salad Bar Scale per ounce	\$0.45	\$0.45	\$0.45	\$0.45
Breadstick substitute (for roll)	\$0.39	\$0.39	\$0.39	\$0.39
Salad Dressing	\$0.59	\$0.59	\$0.59	\$0.59
SANDWICHES				
Café Sandwiches				
Asian Chicken - Crois	\$5.69	\$5.69	\$5.69	\$5.69
Chicken Tarragon - FOC	\$5.69	\$5.69	\$5.69	\$5.99
Chili Dijon Chicken - SDT	\$5.99	\$5.99	\$5.99	\$5.99
Chicken Mozzarella - Foc	\$5.99	\$5.99	\$5.99	\$5.99
Turkey, Guacamole, Swiss - Bag	\$5.99	\$5.99	\$5.99	\$5.99
Hickory Smoked Turkey Club - FCW	\$5.99	\$5.99	\$5.99	\$5.99
Steak and Gorgonzola - Onion Roll	\$6.49	\$6.49	\$6.49	\$6.49
BBQ Pork - Onion Roll	\$5.69	\$5.69	\$5.69	\$5.69
Spicy Tuna - MG	\$5.99	\$5.99	\$5.99	\$5.99
Portobello Goat Cheese - SDT	\$5.99	\$5.99	\$5.99	\$5.99
Tomato, Mozz, Pesto - Bag	\$5.49	\$5.49	\$5.49	\$5.49
Baked Sandwiches	\$5.99	\$5.99	\$5.99	\$5.99
Create Your Own				
Smoked Turkey	\$4.99	\$4.99	\$4.99	\$4.99
Black Forest Ham	\$4.99	\$4.99	\$4.99	\$4.99
Roast Beef	\$4.99	\$4.99	\$4.99	\$4.99
Tuna Salad	\$4.99	\$4.99	\$4.99	\$4.99
Grilled Chicken Breast	\$5.19	\$5.29	\$5.29	\$5.39
Wraps				
Chicken Caesar Wrap	\$5.19	\$5.29	\$5.29	\$5.39
Chopped Cobb Salad Wrap	\$5.19	\$5.29	\$5.29	\$5.39
Mediterranean Wrap	\$4.99	\$4.99	\$4.99	\$4.99
Fields & Feta Wrap	\$4.99	\$4.99	\$4.99	\$4.99
SW Tuna Wrap	\$5.19	\$5.29	\$5.29	\$5.39
Transportation Centers ONLY				
Tuna and Cheddar	\$5.79	\$5.79	\$5.79	\$5.79
Roast Beef and Brie	\$5.79	\$5.79	\$5.79	\$5.79
Turkey and Swiss	\$5.79	\$5.79	\$5.79	\$5.79
Ham and Swiss	\$5.79	\$5.79	\$5.79	\$5.79
Others				
Half Sandwich	\$3.69	\$3.69	\$3.69	\$3.69
Lettuce & Tomato	\$2.69	\$2.69	\$2.69	\$2.69
BLT	\$3.69	\$3.69	\$3.69	\$3.69
Cheese	\$3.69	\$3.69	\$3.69	\$3.69
Half Cheese	\$3.19	\$3.19	\$3.19	\$3.19
Add-ons				
+Cheese: Cheddar, Swiss, Provolone, Hummus	\$0.79	\$0.79	\$0.79	\$0.79
+Bacon, Peppers, Mozzarella, Brie, Goat Cheese	\$0.79	\$0.79	\$0.79	\$0.79

			3	
SOUPS				
Regular Soup	\$3.19	\$3.19	\$3.19	\$3.29
Large Soup	\$3.99	\$3.99	\$3.99	\$3.99
Soup in a Bread Bowl	\$4.89	\$4.89	\$4.89	\$4.99
Breadstick	\$0.89	\$0.99	\$0.99	\$0.99
STEWES & CHILIS				
Medium Soup	\$4.89	\$4.89	\$4.89	\$4.99
Large Soup	\$5.89	\$5.89	\$5.89	\$5.99
Stew in a Bread Bowl	\$6.49	\$6.49	\$6.49	\$6.59
OTHER FOOD				
<i>Chips/Fresh Fruit</i>				
Small Chips & Pretzels	\$0.89	\$0.99	\$0.99	\$0.99
Pineapple	\$3.99	\$3.99	\$3.99	\$3.99
Grapes	\$1.99	\$1.99	\$1.99	\$1.99
Whole Fruit	\$0.69	\$0.69	\$0.69	\$0.79
Shortcut Carrots	\$0.79	\$0.79	\$0.79	\$0.79
<i>Fruit Cup</i>				
Small Fruit Cup	\$1.99	\$1.99	\$1.99	\$1.99
Large Fruit Cup	\$2.99	\$2.99	\$2.99	\$2.99
<i>Yogurt</i>				
Regular Yogurt	\$1.99	\$1.99	\$1.99	\$1.99
Large Yogurt	\$2.99	\$2.99	\$2.99	\$2.99
<i>Oatmeal/Cream of Wheat</i>				
Regular	\$2.59	\$2.69	\$2.69	\$2.69
Large	\$3.29	\$3.29	\$3.29	\$3.29
<i>Retail & Impulse Items</i>				
Tomato Basil Topper	\$7.99	\$7.99	\$7.99	\$7.99
Garlic Parm and Artichoke Spread	\$7.49	\$7.49	\$7.49	\$7.49
Twinkle Pops	\$0.69	\$0.69	\$0.69	\$0.69
Granola	\$1.29	\$1.29	\$1.29	\$1.29
Mandion Cookies	\$4.79	\$4.79	\$4.79	\$4.79
Large Nuts	\$4.99	\$4.99	\$4.99	\$4.99
Nuts & Candy	\$1.99	\$1.99	\$1.99	\$1.99
Coffee Bag 12oz	\$6.99	\$6.99	\$6.99	\$6.99
ABP Event Mug	\$3.99	\$3.99	\$3.99	\$3.99
Tin Mints	\$1.99	\$1.99	\$1.99	\$1.99
Ritazza Mugs	\$6.99	\$6.99	\$6.99	\$6.99
Kid's Meal (select locations)	\$2.99	\$2.99	\$2.99	\$2.99

SANDWICH COMBOS				
<i>Side Salad with Sandwich</i>	\$2.19	\$2.29	\$2.29	\$2.39
<i>Regular Soup with Sandwich</i>	\$2.19	\$2.29	\$2.29	\$2.39
<i>Combo Discount with Salad</i>	\$0.70	\$0.70	\$0.70	\$0.60
<i>Combo Discount with Soup</i>	\$1.00	\$0.90	\$0.90	\$0.90
1/2 Sandwich Combo				
Any 1/2 Sandwich with Reg. Soup or Side Garden Salad	\$5.99	\$5.99	\$5.99	\$5.99
<i>Combo Discount with Salad</i>	\$0.59	\$0.69	\$0.69	\$0.69
<i>Combo Discount with Soup</i>	\$0.89	\$0.89	\$0.89	\$0.99
<i>Beverage, Chip or Cookie with Sandwich</i>	\$1.99	\$2.19	\$2.19	\$2.19
<i>Combo Discount with Cookie</i>	\$0.49	\$0.29	\$0.29	\$0.39
<i>Combo Discount with Chips</i>	\$0.19	\$0.09	\$0.09	\$0.19

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 15 day of MARCH in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell

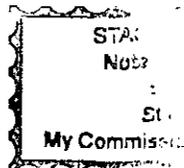
(notarial seal and stamp) GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01M16026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF MISSOURI)
) ss.
COUNTY OF St Charles)

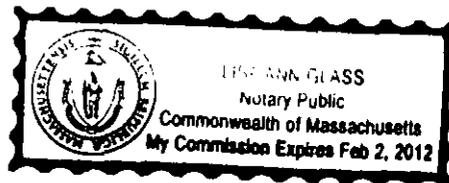
On the 29 day of July in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayerson, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Pacy & Bruttomeyer
(notarial seal and stamp)



FOR SUBLESSEE

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)



On the 20th day of July in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Susan Morelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 12th day of August in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared L. A. Einspanier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(notarial seal and stamp)



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

Permit No. AYD-476
Consent Agreement No. AYD-540
Supplement No. 1
John F. Kennedy International Airport

**FIRST SUPPLEMENTAL AGREEMENT TO
CONSENT AGREEMENT**

THIS AGREEMENT, effective as of November 30, 2006 (the "Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **WESTFIELD CONCESSION MANAGEMENT,LLC.**, a Delaware limited liability company (hereinafter called the "Permittee") and **AIRPORT MANAGEMENT SERVICES, LLC**, dba The Hudson Group, a Delaware limited liability company (hereinafter called the "Sublessee") and consented to by **AMERICAN AIRLINES, INC.** (herinafter called "Airline").

WITNESSETH, That:

WHEREAS, heretofore and as of July 29, 2005 the Port Authority, the Permittee and the Sublessee entered into a consent agreement (the "Consent Agreement") pursuant to which the Port Authority granted its consent to the Sublease (as such term is defined in the Consent); and

WHEREAS, the Permittee and the Sublessee have requested the consent of the Port Authority to a proposed First Amendment to Sublease, made as of November 30, 2006, providing, among other things, for the addition of certain space to the Space (as such term is defined in the Consent), a copy of which is attached hereto and made a part hereof (the "First Sublease Amendment");

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

1. The Port Authority hereby consents to the First Sublease Amendment.

2. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Consent Agreement shall be and remain in full force and effect.

3. The Permittee and the Sublessee represent and warrant that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee and the Sublessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee and the Sublessee with any liability or held liable to either of them under any term or condition of this Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof. The Permittee and the Sublessee agree that no representations or warranties with respect to this Agreement shall be binding upon the Port Authority unless expressed in writing herein.

5. This Agreement, together with the Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority, the Permittee and the Sublessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority, the Permittee and the Sublessee. The Permittee and the Sublessee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Consent Agreement or this Agreement.

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

ATTEST:

Karen Eastman
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Director, CCLAS
(Seal)

~~ATTEST:~~ WITNESS:

Rebecca S. Verble
Secretary

WESTFIELD CONCESSION MANAGEMENT, LLC.

By [Signature]
Print Name Arnold L. Mayersohn, Jr.
(Title) Asst. VP ~~(Member) (Manager)~~
(Corporate Seal)

ATTEST:

[Signature]
Secretary

~~AIRPORT~~
AIRLINE MANAGEMENT SERVICES, LLC MMW
By: Hudson News Company, Sole Managing Member
By [Signature]

Print Name: MICHAEL R. MULLIN
Title: Senior Vice President (Member) (Manager)

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
<u>36</u>	<u>12</u>

36
MG/mm

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

AMERICAN AIRLINES, INC.

By: [Signature]

(Name):

Title: _____ President

LAURA A. EINSPANIER
Vice President
Corporate Real Estate

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT ("Amendment") is made and entered into effective as of the 30th day of November, 2006, by and between **WESTFIELD CONCESSION MANAGEMENT, LLC.**, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. ("Landlord") and **AIRPORT MANAGEMENT SERVICES, LLC**, a Delaware limited liability company ("Tenant").

RECITALS

WHEREAS, by written sublease dated July 29, 2005 ("Sublease"), Landlord did lease unto Tenant approximately 4,332 square feet of space known as Space No. A1 containing approximately 609 square feet, Space No. C7 containing approximately 3,226 square feet and Space No. C13 containing approximately 497 square feet (individually and collectively, the "Premises"), all of which are located in Concourse C of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York; and

WHEREAS, it was contemplated by Landlord and Tenant that Landlord would lease unto Tenant additional concession locations for the operation of newsstands and a combination bookstore/newsstand within the new Concourse B of the Terminal; and

WHEREAS, Landlord and Tenant have reached an agreement for three (3) additional locations in the Terminal, which are to be located in such new Concourse B and desire to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties do hereby agree as follows:

1. The second paragraph on page 1 of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** (individually and collectively, the "**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises are known as Space No. A1 containing approximately 609 square feet of Floor Area, Space No. C7 containing approximately 3,226 square feet of Floor Area, Space No. C13 containing approximately 497 square feet of Floor Area, Space No. B1 containing approximately 2,069 square feet of Floor Area, Space No. B11 containing approximately 1,990 square feet of Floor Area and Space No.

Exemption (2.a.)

(ii) Percentage Rent:

(b) Concourse B/Main Terminal Building Opening Date (as defined below) through Expiration Date: During the period from the Concourse B/Main Terminal Building Opening Date (as defined below) through the Expiration Date of the Term, Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows with respect to the entire Premises which includes existing Space Nos. A1, C7 and C13 and also includes new Space Nos. B1, B11 and B14:

(i) Guaranteed Rent:

(ii) Percentage Rent:

Exemption (2.a.)

The "Concourse B/Main Terminal Building Opening Date" shall mean the date in which American has closed all gates in old Terminal 8 and transferred all its commercial flights to the new Terminal 8, as confirmed in a letter from Landlord to Tenant."

4. The following is added to the end of Item (3), subpart (f) in the Data Sheet of the Sublease:

"The initial joint marketing fund assessment of Exemption (2.a.)) shall be

paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the Rental Commencement Date for Space Nos. B1, B11 and B14.”.

5. Item (4) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“Section 7.01: Permitted Use: For the operation of retail concessions providing for the sale at retail of: (a) Category “A” Products - a wide assortment of local, regional, national and international newspapers, a wide assortment of domestic and international magazines and periodicals; a variety of snacks (such as candy, candy bars, mints, gums, chips, cookies, crackers, peanuts, health food snacks and ice cream) all of which shall be pre-packaged; refrigerated bottled water, bottled soda, bottled energy drinks and bottled juices; sundries including health and beauty aids, minor non-prescription drugs, cosmetics, perfumes, sunburn/suntan lotions and men’s toiletries; nutritional supplements; batteries; camera film, disposable one-time use cameras and basic camera accessories; watches; reading glasses and sunglasses; ties; socks; hosiery; dress shirts; greeting cards; pens/pencils; stationery; cellular phone/computer supplies and accessories; lottery tickets (factored on commissions only); travel accessories including bags; luggage, maps, tour books and travel guides, luggage tags, locks, luggage carts, neck braces, money holders, portable clocks, carrying cases, deluxe bags and containers; small electronic items such as portable radio and CD players, converters and other small, portable electronic traveler convenience items; gift wrap, bows and ribbons; pre-paid telephone calling cards; and tobacco products including an assortment of domestic and international cigarettes, cigars and pipe tobacco, chewing tobacco, pipes and tobacco related products (collectively, the **“Category “A” Products”**); (b) Category “B” Products – souvenirs (regionally and locally indigenous souvenirs such as key chains, magnets, water globes, mugs, glasses, shot glasses, plates, bells, spoons, pins, ash trays, stickers, pens, pencils, pewter, cosmetic jewelry, candles and post cards); regionally and locally indigenous gifts; souvenir apparel such as t-shirts, hats, polo shirts, sweatshirts and fleece products; children’s gifts; collectibles; posters, prints, pictures, art objects and pottery; pre-packaged gourmet food and beverage items; and premium candy and nuts (collectively, the **“Category “B” Products”**); provided, however, the display and sale of such Category “B” Products shall not exceed twenty-five percent of the sales display portion of the Floor Area in each portion of the Premises; (c) Books – an assortment of paperback and hard cover books including current New York Times best seller list and popular author list, new book releases, children coloring and reading books (collectively, **“Books”**). The assortment of Books shall be greatly expanded in the portion of the Premises known as Space No. B11 since that concession location is to be operated as a combination newsstand and bookstore with an emphasis on the bookstore; and (d) Coffee/Café Items – a wide assortment of gourmet coffee, latte, cappuccino, espresso, roasted coffee, iced coffee based and blended cool beverages in various sizes, refrigerated bottled waters, bottled sodas, bottled energy drinks and bottled juices, a variety of smoothies, pastries, sandwiches, salads, soups, bakery items, doughnuts, danish, cakes, cereals, fresh fruit, yogurt, ice cream novelties, gelato and refrigerated bottled waters, sodas and juices (collectively, **“Coffee/Café Items”**), and for no other use or purpose. All of the forgoing items must be in accordance with and as more particularly described for such Category “A” Products, Category “B” Products, Books and Coffee/Café Items as set forth on **Exhibit L.**”.

6. Item (5) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant’s minimum daily hours of operation shall be as follows: 5:30 A.M. to 10:00 P.M. local time, until the Concourse B/Main Terminal Opening Date and thereafter, 5:00 A.M. to 10:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02.”

7. Item (6) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“(6) **Section 16.01: Trade Names:** “Hudson News-Euro Cafe” for Space Nos. A1 and C7, “Hudson News” for Space Nos. B1, B14 and C13, and “Hudson Booksellers” for Space No. B11. If approved on Tenant’s Final Plans, the name trade name “Hudson News” may be included and displayed on the interior of Space No. B11.”

8. Item (7) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“(7) **Section 26.01: Performance Guaranty-Letter of Credit:** At Tenant’s option: (i)

Exemption (2.a.)

Sublease and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional, irrevocable standby letter of credit in an amount not less than

immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant’s part to be observed, paid and performed (“**Performance Guaranty**”). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York (“**Bank**”). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.”

9. Section 2.01 of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“**Section 2.01 MINIMUM ANNUAL GUARANTEED RENT.** Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent (“**Guaranteed Rent**”) set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day

other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet except as expressly set forth in this Section 2.01) by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between 2 consecutive calendar years for each Lease Year of the Term. For example, on January 1, 2008, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2006 calendar year and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison on January 1, 2009 shall be the 2007 calendar year compared to the 2008 calendar year), the earlier calendar year measured shall be called the "**Base Year**" and the later calendar year measured shall be called the "**Measured Year**". For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft in the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers; from international flights who are restricted from access to the Concession Area. Notwithstanding the foregoing, Landlord and Tenant hereby agree that for purposes of measuring the Percentage Change in Enplaned Passengers throughout the Term, the number of Enplaned Passengers for each Base Year shall be the greater of: (i) (2.a.) ; or (ii) the number of actual Enplaned Passengers in the Terminal for the applicable calendar year. In the event during any Measured Year there is less than (2.a.) Enplaned Passengers in the Terminal, the Tenant's Guaranteed Rent shall be proportionately and equitably adjusted by multiplying the then current Lease Year's Guaranteed Rent by the percentage decrease in the Percentage Change in Enplaned Passengers to determine the new amount of Guaranteed Rent, which amount may be less than the Guaranteed Rent set forth in the Data Sheet."

10. A new Section 27.31 is added to the Sublease as follows:

"**Section 27.31** **TENANT'S CERTIFICATION**. Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be

otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process."

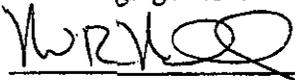
11. Attached hereto and made a part hereof are **Exhibit A-2** for the portion of the Premises more commonly known as Space No. B1, Space No. B11 and Space No. B14. This new part of **Exhibit A-2** is in addition to **Exhibit A-2** attached to the Sublease for the existing portion of the Premises more commonly known as Space Nos. A1, C7 and C13 (and which are also attached hereto for the convenience of the parties).

12. Exhibit A-3 attached to the Sublease is hereby deleted in its entirety and the new **Exhibit A-3** is attached hereto and made a part hereof.

13 All capitalized terms not otherwise expressly defined in this Amendment shall have the same meanings ascribed to them in the Sublease. This Amendment shall become binding upon the parties when executed and delivered by both parties. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Sublease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Sublease and this Amendment, the later provision shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

TENANT:
AIRPORT MANAGEMENT SERVICES, LLC,
a Delaware limited liability company
By: Hudson News Company
Its Managing Member

By: 
Name: Michael Maltby
Title: Senior Vice President

LANDLORD:
WESTFIELD CONCESSION MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Name: Arnold L. Meyersohn, Jr.
Title: Assistant Vice President & Secretary

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

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

For The Port Authority of NY & NJ

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

On the 11TH day of FEBRUARY in the year 2007⁹, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

For Westfield Concessions Management, LLC.

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK.
No. 01Mi6026210
Qualified in Queens County
My Commission Expires June 14, 2011

STATE OF Missouri)
) ss.
COUNTY OF St. Louis)

On the 29th day of February in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Andrew L. Mayersohn, Jr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Melissa Curley
(notarial seal and stamp)

Airport
For Airline Management Services, LLC

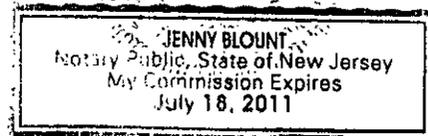


MELISSA CURLEY
My Commission Expires
July 17, 2011
St. Louis County
Commission #07131606

STATE OF New Jersey)
) ss.
COUNTY OF Bergen)

On the 18th day of January in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael R. Hulaney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

J. Blount
(notarial seal and stamp)

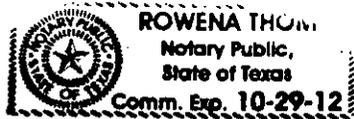


For American Airlines, Inc.

STATE OF Texas)
COUNTY OF Tarrant) ss.

On the 16th day of January in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Espania, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(notarial seal and stamp)



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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-540
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of July 29, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **AIRPORT MANAGEMENT SERVICES, LLC**, dba The Hudson Group, a limited liability company organized and existing under the laws of the State of Delaware with an office and place of business at One Meadowlands Plaza, 9th Floor, East Rutherford, New Jersey 07073, whose representative is Jay G. Marshall, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease. Further, effective from and after October 13, 2005, and continuing during the term granted under this Consent and the Sublease, in the event the Port Authority exercises its right to revoke or terminate this Consent for any reason other than "without cause", the Lessee and the Sublessee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such

termination, cancellation, re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any premises which may be used and occupied under this Consent (on failure of the Lessee and the Sublessee to have restored), preparing such premises for use by a succeeding permittee or lessee, the care and maintenance of such premises during any period of non-use of the premises, the foregoing to include without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the premises and putting the premises in order (such as but not limited to cleaning and decorating the same).

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

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

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

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

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

6. The granting of this Consent by the Port Authority shall not be, and shall

not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. (a) If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the

provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim

or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

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

Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions

of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

23. (a) "Airport" shall mean the land and premises in the City of New York, in the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between The City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map II", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

(b) "Basic Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 and recorded in the office of the city Register of the city on December 3, 2004 under City Register File No.

COPY

SUBLEASE

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**AIRPORT MANAGEMENT SERVICES, LLC
TENANT**

**HUDSON NEWS / HUDSON NEWS-EURO CAFÉ
TRADENAME**

SPACE NUMBERS A-1, C-7 & C-13

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) Latest Rental Commencement Date: August 1, 2005. If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by August 1, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations; (b) Expiration Date: The seventh (7th) anniversary of the "Concourse B Opening Date" (as defined below) for Enplaned Passengers operations, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: Percentage Rent ("Percentage Rent"):**

Rental Commencement Date to Expiration Date: Tenant shall pay to Landlord, the greater of Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** For the portion of the Premises in which Tenant offers and sells the Coffee/Café Items, Tenant shall pay electricity consumed in such portion of the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03.

XXVI of this Sublease. No surety bonds shall be permitted.

(8) **Section 27.05: Notice Addresses:**

Landlord:

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

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant:

Airport Management Services, LLC
c/o The Hudson Group
One Meadowlands Plaza, 9th Floor
East Rutherford, New Jersey 07073
Attention: Mr. Joseph DiDomizio

With a copy to:

Airport Management Services, LLC
c/o The Hudson Group
One Meadowlands Plaza, 9th Floor
East Rutherford, New Jersey 07073
Attention: Jay G. Marshall, Esq.

Tenant's Billing Address:

Airport Management Services, LLC
c/o The Hudson Group
One Meadowlands Plaza, 9th Floor
East Rutherford, New Jersey 07073
Attention: Mr. William Wolf

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(9) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** Not applicable.

liquidated damages and not as a penalty, \$500.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$1,000.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord

2004000748687, as the same may have been or may be amended or supplemented.

(c) The Sublessee acknowledges that it has received and is familiar with, or has had an opportunity to receive and become familiar with, the contents of a copy of the Basic Lease. The rights of the Port Authority in the Space are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Sublessee than the Port Authority has power thereunder to grant.

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

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

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

(3) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of The City of New York, attorn to, or enter into a direct lease on identical terms with, the City;

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

(5) The Sublessee shall not use the Space hereunder for any use other than as permitted under the Basic Lease;

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

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

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

(e) The rights and obligations of the Sublessee with respect to continuance of this Consent upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (d)(3) of this Paragraph and the Sublessee shall not enter into any recognition or non-disturbance agreement with the City with respect to the continuance of this Consent after the termination or

expiration thereof or into any other agreement covering the Sublessee's use and occupancy of the Space hereunder.

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

ATTEST:

[Signature]
Asst. Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Dir. of CCAS
(Seal)

~~ATTEST~~ WITNESS:

Jane C. Herbert
Secretary

WESTFIELD CONCESSION MANAGEMENT, INC.

By [Signature]
(Title) ASSISTANT VICE President
(Corporate Seal)

ATTEST:

[Signature]
Secretary Jay Marshall

AIRPORT MANAGEMENT SERVICES, LLC
BY: HOSPITAL NEWS COMPANY, ISOLATING MEMBER [Signature]
By [Signature]
(Title) Senior Vice President (Member/Manager)
(Corporate Seal)

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

AMERICAN AIRLINES, INC.

By: [Signature]
(Name):
Title: President
LAURA A. EINSPIANIER
Vice President
Corporate Real Estate

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
<u>[Signature]</u>	<u>[Signature]</u>

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

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

On the 20 day of MARCH in the year 2006⁷, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01M16026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

Gail E. Mitchell
(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF MISSOURI)
) ss.
COUNTY OF St. Charles)

On the 16th day of February in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayer Schn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacy L. Gruettmeyer
(notarial seal and stamp)

STACY L. GRUETTMEYER
Notary Public-Notary Seal
State of Missouri
St Charles County
My Commission Expires Feb 20, 2008

FOR SUBLESSEE

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____ in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On the 2nd day of MARCH in the year ~~2006~~ 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared WALTER A. EINSPIANER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Connie L. Haas
(notarial seal and stamp)



FOR SUBLESSEE

STATE OF N.J.)
) ss.
COUNTY OF Bergen)

On the 15th day of February in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael B. Mullaney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

J. Barrios
(notarial seal and stamp)
JENNY BARRIOS

FOR AMERICAN AIRLINES, INC. NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 18, 2008

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 19th day of April in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Kendra Kennedy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathleen F. Davis
(notarial seal and stamp)



Port Authority of NY & NJ

Port Authority Consent Agreement No. AYD-551

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

THE HYMAN COMPANIES, INC.

and consented to by

AMERICAN AIRLINES, INC.

Dated as of August 22, 2005

Trim
4-24-06

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

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-551
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of August 22, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **THE HYMAN COMPANIES, INC.** ("Sublessee"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 727 North Meadow Street, Allentown, Pennsylvania 18102, whose representative is Mr. Nat L. Hyman, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

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

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

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

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

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve

the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same

could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

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

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

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

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

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

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

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

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee

that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

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

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

14. (a) In addition to the insurance required to be maintained by the

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

Minimum Limits

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

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

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid

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

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

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

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and

subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

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

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

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

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

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

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Dir. of CC&T
(Seal)

~~ATTEST:~~ WITNESS:

[Signature]
Secretary

WESTFIELD CONCESSION MANAGEMENT, INC.

By [Signature]
(Title) ASSISTANT VICE President
(Corporate Seal)

ATTEST:

[Signature]
Secretary

THE HYMAN COMPANIES, INC.

By NAT L. HYMAN
(Title) [Signature] President
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By [Signature]
LAUREN SPANIER
(Name): President
Corporate Real Estate
(Title) President
(Corporate Seal)

APPROVED:
FORM | TERMS
MP | SB

[Signature]

COPY

SUBLEASE

BETWEEN

**WESTFIELD CONCESSION MANAGEMENT, INC.
LANDLORD**

AND

**THE HYMAN COMPANIES, INC.
TENANT**

**LANDAU
TRADENAME**

SPACE NUMBER A-2

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 22nd day of AUGUST, 2005, by and between **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("**Landlord**"), and **THE HYMAN COMPANIES, INC.**, a Delaware corporation, whose principal place of business is located at 727 North Meadow Street, Allentown, Pennsylvania 18102 ("**Tenant**").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C-11 containing approximately 497 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's or Tenant's option, be subject to adjustment based on field measurements as reasonably agreed to by Landlord and Tenant; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

<input checked="" type="checkbox"/> Specialty Retail	<input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location)	<input type="checkbox"/> Service
<input checked="" type="checkbox"/> In-Line	<input type="checkbox"/> Wall-Shop	<input type="checkbox"/> Kiosk

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("**Concession Area Lease**"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("**Authority Lease**"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "**Authority Requirements**").

In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("**Consent Agreement**") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "**Tenant**", where applicable, shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party

beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) **Latest Rental Commencement Date:** August 24, 2005; If Concourse C has not opened to the public for "Enplaned Passengers" (as defined below) operations by August 24, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "Enplaned Passengers" operations; (b) **Expiration Date:** August 31, 2010, or the fifth (5th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent:**

Rental Commencement Date through the Expiration Date:

Exemption (2.a.)

(3) **Section 2.02: Percentage Rent:**

Rental Commencement Date through the Expiration Date:

Exemption (2.a.)

The Monthly Breakpoint and Annual Breakpoint are subject to adjustments in connection with the annual adjustments to the Minimum Annual Guaranteed Rent based upon the "Percentage Change in Enplaned Passengers". The Annual Breakpoint and Monthly Breakpoint shall adjust with the adjustment of Minimum Annual Guaranteed Rent in accordance with Section 2.01 so that the Annual Breakpoint shall at all times be a "natural breakpoint" calculated by dividing the current Minimum Annual Guaranteed Rent by Exemption (2.a.) and the Monthly Breakpoint shall be calculated by dividing the current Lease Year's Annual Breakpoint by twelve (12).

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03.

(5) **Section 7.01: Permitted Use:** For the operation of a retail concession providing for the sale of jewelry, handbags, pillboxes; cufflinks, scarves, belts, table top items and accessories as are typically sold in Tenant's other stores operating under the same Trade Name in first class concession programs located in major urban United States airports, and for no other use or purpose.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 7 o'clock a.m. until 10 o'clock p.m., subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "Landau".

(8) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount of Exemption (2.a.)) or (b) an unconditional, irrevocable standby letter of credit in an amount not less than of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("Performance Guaranty"). Such letter of credit must be in form and content as set forth in Exhibit H and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("Bank"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, Inc.
11601 Wilshire Blvd., 12th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

Tenant:

The Hyman Companies, Inc.
727 North Meadow Street
Allentown, Pennsylvania 18102
Attn: Mr. Nat L. Hyman

With copies to:

Westfield Concession Management, Inc.
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport - Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant's Billing Address:

The Hyman Companies, Inc.
727 North Meadow Street
Allentown, Pennsylvania 18102
Attn: Mr. Nat L. Hyman

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G**. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ___% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("Commencement Date"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "Rentals") shall commence upon the date ("Rental Commencement Date") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals and the obligations to conduct the Permitted Use. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "Lease Year" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$250.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60

days, the amount of such liquidated damages may be increased up to a maximum of \$500.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency

at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is 30. Should any Lease Year be less than 12 full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is 365. Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "unnatural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid pursuant to the Annual Breakpoint set forth in Section 3 of the Data Sheet, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to

Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year pursuant to the Annual Breakpoint set forth in Section 3 of the Data Sheet, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, provided, however that if any other sums are due Landlord from Tenant under this Sublease Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "Gross Receipts" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority (including any privilege permit or Consent Agreement); (6) shipping, delivery and gift wrapping charges provided at Tenant's

actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than _____ of Gross Receipts per Lease Month; (10) mandatory discounts of not less than Ex. 2.a. _____ of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the

Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state or local taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area; provided, however, any vacant Floor Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area, but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in Concourse C. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the first day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual

amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests relating to Taxes attributable to the Term of this Sublease (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs (unless paid by Tenant as set forth above) incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04; provided, however, Tenant's obligation set forth herein shall be limited to Tenant's proportionate share of such amounts as calculated herein unless such amounts are attributable solely to Tenant, in which event Tenant shall be solely liable for such Taxes.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "**Miscellaneous Charges**". All Miscellaneous Charges shall be billed to Tenant on a non-discriminatory basis vis-à-vis the other occupants in the Concession Area.

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "**Additional Rent**", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will no longer waive any such applicable late charges for the remainder of such Lease Year.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant,

then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement, except for the abatement of American's Allocated Share, and then only to the extent expressly provided for in Sections 27.30 and 27.31 hereof. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and, in the event of an audit of Tenant's

Records by the Authority, for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("Point of Sale Data"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit C), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by the chief financial or principal accounting officer of Tenant, showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent,

Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification by Tenant's chief financial officer or principal accounting officer shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with GAAP. Tenant acknowledges that American and the Authority reserve the right to require Tenant's Annual Statement to be certified and opined to by a certified public accountant pursuant to the Concession Area Lease. Tenant agrees to comply with such request and amend this Sublease to reflect such change in reporting method on American and/or the Authority's request. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be reasonably required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, and such failure continues for more than two (2) days after written notice from Landlord of such failure, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$125.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$250.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord. Notwithstanding the foregoing, Landlord shall only be required to give Tenant two written notices of such failure to furnish a statement within any consecutive twelve (12) month period.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 15 days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger (provided Landlord furnishes Tenant with such Enplaned Passenger data), by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, and such failure continues for more than two (2) days after written notice from Landlord of such failure, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$100.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$200.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord. Notwithstanding the foregoing, Landlord shall only be required to give Tenant two written notices of such failure to furnish a statement within any consecutive twelve (12) month period.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 15 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 15 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office. Any information gained from such statements or inspections shall be confidential and shall not be disclosed by Landlord other than to carry out the purposes hereof; provided, however, Landlord shall be permitted to disclose the contents of any such statements and information gained from such inspections to American and the Authority for any reason or purpose whatsoever and further, Landlord or American shall be permitted to divulge the contents of any such statements in connection with any contemplated sales, transfers, assignments, encumbrances and/or financing arrangements of Landlord's or American's interest in the Terminal or in connection with any administrative or judicial proceedings in which Landlord or American is involved where Landlord or American may be required to divulge such information. The foregoing confidential requirement shall not apply to or be binding upon the Authority due to the Authority being a governmental agency subject to

applicable freedom of information laws and policies of such agency.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall

immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, and such determination or failure continues for five (5) days following notice thereof from Landlord, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. If necessary for purposes of security or safety, and if required of all similarly situated subtenants in the Concession Area, and if Tenant is not open for business in the Premises on the proposed grand opening date, storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same. Except as set forth in this Sublease, including Exhibit D, or as otherwise agreed by the parties, there shall be no chargebacks to Tenant or Tenant's contractor for work performed or services rendered by Landlord or American (or their agents, contractors, employees or architects) or deposits required in connection with the initial construction of the Premises.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such

drawings current showing therein any changes or modifications made during the Term. Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("Construction Cost"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect, registered engineer licensed in the State of New York or Tenant's construction manager (provided, however, if American or the Authority shall require said as-built drawings to be certified by a registered engineer or architect, then Tenant shall be obligated to comply with such request within thirty (30) days from the date such request is made). Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, and such failure shall continue for 10 days following notice thereof from Landlord, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$300.00 per day for each day following 10 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, and continues for 10 days following written notice to Tenant, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall

pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$300.00 per day for each day following 10 days from the date of Landlord's notice that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed Exemption (2.a.) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures and other fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of % of the estimated costs (if any) for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

If Tenant fails to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments, and such failure continues for 10 days following notice from Landlord, Tenant shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and

become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit for the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, and the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$250.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 **CONDITION OF PREMISES.** Except as otherwise specifically provided herein,

Tenant hereby agrees that upon delivery of possession of the Premises to Tenant in the condition required herein, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in **Exhibit D**) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$150.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers,

employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, and Landlord has so advised Tenant thereof and given Tenant ten (10) days time to so perform, except in cases of emergency, where no notice from Landlord to Tenant is required, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request,

Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints, and, in any event, all other charges based on the square footage of the Premises shall be equitably adjusted. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion. Landlord agrees not to exercise its rights under this Section 6.02(a) in a manner that discriminates against Tenant vis-à-vis the other subtenants in the Concession Area.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any

portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant shall be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises, to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by

either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("**Permitted Use**") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$100.00 per day for the 1st violation in any 12 month period and the amount of \$250.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord at its request from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are further expressly agreed to include all "**American Reserved Uses**" and "**Port Authority Reserved Uses**" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using commercially reasonable efforts so as to optimize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises

of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping and delivery services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all hours that a majority of the other non-food concession operators are required to be open for business unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's non-food concession program shall be open as directed by Landlord from time to time (provided that a majority of the other non-food concession operators are also required to be open), including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m. (provided that a majority of other such operators are also required to be open for business), each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord (provided that a majority of other such operators are also required to be open for business). In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$100.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$200.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and

customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, to the extent warranted, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within 3 days of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 5 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary,

necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require, provided however, Tenant shall not be required to exterminate unless Landlord, American or the Authority has determined that there is a pest control problem that exists within the Premises.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory to Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "**Street Prices**" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("**Metro Area**"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor.

Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will respond to inquiries from Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials placed at, above, in and/or on the Premises which were introduced by Tenant; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms

and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant),

all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the public seating areas which are designated exclusively for the Concession Area (excluding any food service area) and other designated common areas of the Concession Area, other than food court and public seating areas ("**Operating Costs and Expenses**"). These expenses will be assessed without any administrative mark-up or profit to Landlord and shall include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the non-food court public seating areas, floor cleaning (sweeping and mopping) and storefront cleaning services; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; and trash removal. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for

all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the non-food court public seating areas; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the non-food court public seating areas; (9) cost of all trash removal receptacles and equipment for the non-food court public seating areas; (10) the cost to purchase, maintain, repair and/or replace all non-food court public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; and (11) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy or contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in Concourse C. Annual increases in Tenant's proportionate share shall not exceed (2.a.) (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Landlord anticipates that Tenant's proportionate share of Operating Costs and Expenses for calendar year 2005 will not exceed \$14.00 per square foot of Floor Area contained in Tenant's Premises.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease

Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, and except for inconspicuous professionally printed price tags and small display cards which non-graphically display and price Tenant's merchandise, which shall at all times be subject to the provisions of Section 9.02 below, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially

similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS.

Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs,

replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshal official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on

or about the Premises, in which the combined limits shall be not less than \$3,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees, as their interests may appear (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; and (7) such other insurance as may be reasonably required by Landlord or American, or such insurance as may be required by the Authority, in its sole discretion, from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon substantially all other non-food service concession operators in the Terminal. Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance

companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of

personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall not comply with this Section 11.01 and be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of

such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises

for use by Tenant provided by utility systems, connections and related equipment existing as of the date that the Premises are delivered to Tenant; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for: (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) failure of services from a central utility plant (or any other utility or other service), or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than 5 days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be proportionately reduced by the proportion that 365 days bears to the actual number of days Tenant was not able to operate during

such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 20 days after written request, shall execute any and all reasonable instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (to the extent true) (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent as to Landlord only, shall not be unreasonably withheld, conditioned or delayed (but further subject to Subsection 14.01(e) hereof); provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, without Landlord's consent, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; and with Landlord's consent which shall not be unreasonably withheld, conditioned or delayed to: (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment, or if less, \$10,000,000.00; (ii) such transferee or assignee or *any remaining management personnel directly responsible for all operations in the Premises shall have proven airport concession operating experience consistent with at least as high a standard as then exists in the Premises*; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and, in the case of a merger or transfer of assets, the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully

liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto (or, if such sublease has not yet been executed, a signed letter of intent and a copy of all collateral documents, including, without limitation, the proposed form of sublease in its currently negotiated state). The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof. Notwithstanding anything contained herein to the contrary, the conveyance by bequest, gift or otherwise of a shareholder's shares of Tenant to his/her estate or to members of his/her family or to a trust for his/her/their benefit shall not be deemed a Transfer subject to the restrictions of this Article XIV.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or

any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("**Trade Name**") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "**Trademarks**" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "**American Airlines**", "**American Airlines, Inc.**", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "**Joint Marketing Fund**". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority

to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 180 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of Tenant, American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord or Tenant shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments. Notwithstanding the foregoing, Landlord may only terminate this Lease under this Section 17.03 if it: (a) terminates the subleases of all other similarly situated tenants; or (b) is directed to terminate this Sublease by American or the Authority.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of

Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party

entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice twice during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and receipt by Tenant of all required permits and government approvals and such failure continues for 5 days after notice from Landlord which is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Subject to the provisions of this Lease, Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours after notice by Landlord, which notice may be oral; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example), and any such failure continues for 2 days after notice thereof from Landlord; or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 60 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit (provided that Tenant shall be entitled to a cure period in connection with a default under this Subsection 19.01(n) which shall be three (3) days less than Landlord's cure period pursuant to the applicable instrument);

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration

of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease (subject to the express notice and cure provisions set forth in Subsections 19.01(a) and (b) hereof), or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Upon termination of Tenant's right to possess the Premises, Landlord shall use reasonable efforts to relet the Premises or any part thereof (such efforts being limited to the activities normally undertaken by Landlord in leasing space in the Terminal, and in no event shall Landlord be required to give the Premises preferential treatment over any other vacant space in the Terminal). Tenant hereby expressly authorizes Landlord to act as its agent in re-letting the Premises on such terms and conditions (including rent concessions and construction allowances, all of which will be offset against any rent received prior to determining Tenant's rent shortfall) as Landlord reasonably deems to be appropriate based on then-current market conditions. Landlord shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for failure to collect any rent due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for

payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed (subject to the expiration of any express notice and cure provisions set forth in Section 19.01 hereof), Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may

specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord and/or American shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of

exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, *presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to* (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "**Tenant's Taxes**"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes the creation of a tenancy at sufferance upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of

the Term, unless, for a period no longer than two (2) months after the expiration of the Term, the parties are negotiating in good faith to renew the Lease. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data Sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than 25% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "**Letter of Credit**". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 25% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of 25% of the initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, then Landlord shall have the right to apply any funds that it has drawn pursuant to this subsection (to the extent available) and shall further have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit and any sums drawn pursuant to this subsection shall be applied to payment of the replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more

drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to 25% of the initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 25% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("**Performance Guaranty**") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 25% of the initial annual Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed; provided, however, if a portion of the

Performance Guaranty is applied pursuant to subsection (b) hereof, Landlord shall return such unused portion within sixty (60) days of curing any breach by Tenant of subsection (b).

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease unless pursuant to a permitted Transfer of this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No**

alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written

notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition has not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements reflecting Tenant's current financial condition as of the date of the most recent available statements. Landlord shall treat such financial statements and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area

Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord or Tenant, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal

representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, concessionaires, licensees and subcontractors (to the extent applicable); and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Landlord or Tenant hereunder, or to breaches or defaults of this Sublease by Landlord or Tenant, omit to state that such acts shall be performed at Landlord's or Tenant's sole cost and expense, or omit to state that such breaches or defaults by Landlord or Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Landlord or Tenant pursuant hereto shall be performed or fulfilled at Landlord's or Tenant's sole cost and expense, and all breaches or defaults by Landlord or Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or

otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law, except that Tenant may divulge information to its employees, agents, contractors, consultants, lenders, purchasers, assignees, subtenants and prospective lenders, purchasers, assignees and subtenants. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23.

Tenant shall indemnify, defend and save harmless Landlord, American and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American. Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the

United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Intentionally Omitted.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J**.

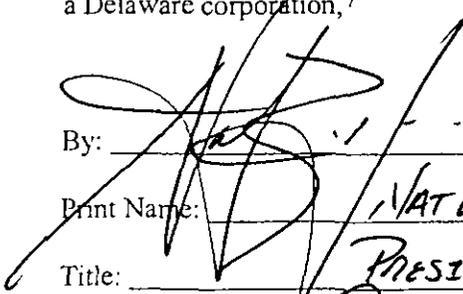
Section 27.30 RENTAL PAYMENTS TO LANDLORD AND THE AUTHORITY. It is hereby acknowledged and agreed by the parties hereto in order to avoid any confusion that all payments of Guaranteed Rent and Percentage Rent to Landlord (as collection agent for American and the Authority)

as set forth in this Sublease includes payment of American's Allocated Share and the Port Authority's Allocated Share (as such terms are defined in the Concession Area Lease), except as otherwise instructed in writing by the Authority pursuant to the terms of Tenant's Consent Agreement to be entered into between the Authority and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

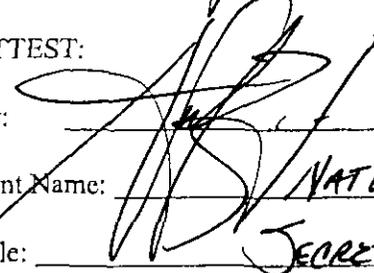
THE HYMAN COMPANIES, INC.,
a Delaware corporation,

By: 

Print Name: NAT L HYMAN

Title: PRESIDENT

ATTEST:

By: 

Print Name: NAT L HYMAN

Title: SECRETARY

LANDLORD:

WESTFIELD CONCESSION
MANAGEMENT, INC.,
a Delaware corporation

By: 

Print Name: Arnold L. Mayersohn, Jr.

Title: Assistant Vice President & Secretary

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each

consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on

the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms,

provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed

operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port

Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and

requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Breakpoint	Percentage Rent		Rent	Mikig Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
				Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease; provided, however, that there shall be no chargebacks that are not specifically set forth in this Exhibit D. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may,

when the context requires, hereinafter be collectively referred to as "**Tenant's Construction Requirements**".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord,

American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship for a one-year period at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. A construction deposit of a minimum of \$10,000.00 will be required from Tenant's general contractor and such deposit shall not be released by Landlord to Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that

all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. If Tenant does not open on the grand opening date of Concourse C which is currently scheduled for the date set forth on the Data Sheet, Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a one-time, non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such fee is at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity

arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in

the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

The certificate holder on each of the Certificates of Insurance shall be as follows:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having

origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as M/W/DBE, the Authority, as part of the certification process, will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

The Authority has compiled a list, which may be supplemented and revised from time to time by the Authority, to indicate the firms the Authority determined satisfy the criteria for M/W/DBE certification. Such list shall be made available to the proposers upon request. The Authority makes no representations as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed M/W/DBEs and such firms not so listed, but certified by the Authority as M/W/DBEs hereunder, will count towards M/W/DBE requirements.

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at our office in the Continental United States, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____ (the "Sublease").

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by *registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the thirty (30) day period preceding the then applicable expiration date, accompanied by a statement that a substitute Letter of Credit or other Performance Guaranty required under Section 26.01 of the Sublease has not been delivered to you or your agent. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.*

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation

hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "**Minority Business Enterprise**" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "**Women-owned Business Enterprise**" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "**Meaningful participation**" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard with respect to the graduated fines discussed below. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines (graduated separately for each type of violation) are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and **Exhibit E**. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$75.00/day until corrected.

Second Violation: \$150.00/day until corrected.

Third Violation: \$250.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$150.00 increments. For example, on the fourth violation the daily fine assessed will be \$375.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$75.00/day until corrected.

Second Violation: \$150.00/day until corrected.

Third Violation: \$250.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$150.00 increments. For example, on the fourth violation the daily fine assessed will be \$375.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.
8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of

the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*
14. **Graduated Fines.** Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$75.00/day until corrected.

Second Violation: \$150.00/day until corrected.

Third Violation: \$250.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$150.00 increments. For example, on the fourth violation the daily fine assessed will be \$375.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all

times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*
6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$75.00/day until corrected.

Second Violation: \$150.00/day until corrected.

Third Violation: \$250.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$150.00 increments. For example, on the fourth violation the daily fine assessed will be \$375.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *

3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*
4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. *Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:*

First Violation: \$75.00/day until corrected.

Second Violation: \$150.00/day until corrected.

Third Violation: \$250.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$150.00 increments. For example, on the fourth violation the daily fine assessed will be \$375.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

EXHIBIT L

INTENTIONALLY OMITTED.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 20th day of March in the year ²⁰⁰⁶ ~~2005~~, before me, the undersigned, a Notary Public in and for said state, personally appeared LISA Scully, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Maria M. Edwards
(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT INC. Maria M. Edwards
Notary Public, State of New York

STATE OF Missouri)
) ss.
COUNTY OF St. Charles)

No. 01ED4959693 Richmond
Qualified in Kings County
Commission Expires 1/6/2010

On the 23 day of January in the year 2006 before me, the undersigned, a Notary Public in and for said state, personally appeared Arndt L. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacy L. Gruette Meyer
(notarial seal and stamp)

STACY L. GRUETTE MEYER
Notary Public-Notary Seal
State of Missouri
St Charles County
My Commission Expires Feb 20, 2009

FOR THE HYMAN COMPANIES, INC.

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF LEHIGH)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda A. Kemmerer, Notary Public
City Of Allentown, Lehigh County
Commission Expires Dec. 6, 2008
Member, Pennsylvania Association Of Notaries

On the 20th day of JANUARY in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared NAT L. HYMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Linda A. Kemmerer
(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

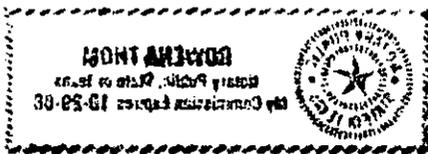
STATE OF Texas)
) ss.
COUNTY OF Tarrant)

COMMONWEALTH OF PENNSYLVANIA
Linda A. Kemmerer, Notary Public
City Of Allentown, Lehigh County
My Commission Expires Dec. 6, 2008
Member, Pennsylvania Association Of Notaries

On the 30th day of JANUARY in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared LAWRA ENSPANIER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Bowena Thom
(notarial seal and stamp)

**BOWENA THOM**
Notary Public, State of Texas
My Commission Expires 10-28-08



THIS AGREEMENT SHALL NOT BE BINDING ON
THE PORT AUTHORITY UNTIL DULY EXECUTED BY
AN EXECUTIVE OFFICER THEREOF AND DELIVERED
TO THE LESSEE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Permit No. AYD-476
Consent Agreement No. AYD-552
Supplement No. 1
John F. Kennedy International Airport

**FIRST SUPPLEMENTAL AGREEMENT TO
CONSENT AGREEMENT**

THIS AGREEMENT, effective as of January 29, 2007 (the "Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC**, a Delaware limited liability company (hereinafter called the "Permittee") and **ISATA, LLC**, a New York limited liability company (hereinafter called the "Sublessee") and consented to by **AMERICAN AIRLINES, INC.** (hereinafter called "Airline").

WITNESSETH, That:

WHEREAS, heretofore and as of August 19, 2005 the Port Authority, the Permittee and the Sublessee entered into a consent agreement (the "Consent Agreement") pursuant to which the Port Authority granted its consent to the Sublease (as such term is defined in the Consent); and

WHEREAS, the Permittee and the Sublessee have requested the consent of the Port Authority to a proposed First Amendment to Sublease, made as of January 29, 2007, providing, among other things, for an addition of certain space to the Space, a copy of which is attached hereto and made a part hereof (the "First Sublease Amendment");

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree as of the Effective Date as follows:

1. The Port Authority hereby consents to the First Sublease Amendment.
2. Except as hereby amended, all of the terms, covenants, provisions,

conditions and agreements of the Consent Agreement shall be and remain in full force and effect.

3. The Permittee and the Sublessee represent and warrant that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee and the Sublessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

4. The other parties hereto hereby waive their respective right to trial by jury in any action or summary proceeding that may hereafter be instituted by the Port Authority against any of them in respect of this Agreement use or occupancy of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable under this Agreement or to enforce any remedy under law or in equity in any way connected therewith. No other party hereto shall interpose any claims as counterclaims in any action or summary proceeding for non-payment of fees/rent which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee and the Sublessee with any liability or held liable to either of them under any term or condition of this Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof. The Permittee and the Sublessee agree that no representations or warranties with respect to this Agreement shall be binding upon the Port Authority unless expressed in writing herein.

6. This Agreement, together with the Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority, the Permittee and the Sublessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority, the Permittee and the Sublessee. The Permittee and the Sublessee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Consent Agreement or this Agreement.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Supt. CCAS
(Seal)

~~ATTEST~~ WITNESS:

[Signature]
Secretary

WESTFIELD CONCESSION MANAGEMENT, LLC

By [Signature]
Print Name Arnold L. Mayersohn, Jr.
(Title) Assistant Vice President
Member/Manager
(Corporate Seal)

ATTEST:

[Signature]
Secretary

ISATA, LLC

By [Signature]
Print Name: Michael Harper
Title: MANAGER Member/Manager

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By [Signature]
Print Name: LAURA A. BINSINGER
Title: Vice President
Corporate Real Estate

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
<u>[Signature]</u>	

[Signature]

MG/mmw

For The Port Authority of NY & NJ

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 11TH day of MARCH in the year 2008⁹, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

For Westfield Concession Management, LLC

STATE OF Missouri)
) ss.
COUNTY OF St. Louis)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified In Queens County
My Commission Expires June 14, 2011

On the 12th day of May in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rebecca S. Verble
(notarial seal and stamp)

For ISATA, LLC

STATE OF New York)
) ss.
COUNTY OF Nassau)



REBECCA S. VERBLE
My Commission Expires
March 5, 2012
St. Louis City
Commission #08496820

On the 8th day of May in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL HALPERN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patricia Gordon
(notarial seal and stamp)

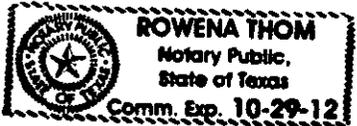
PATRICIA GORDON
NOTARY PUBLIC, State of New York
No. 6600178
Qualified In Nassau County
Commission Expires July 31, 2010

For American Airlines, Inc.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 27th day of January in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Espinoza, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(notarial seal and stamp)



FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT ("Amendment") is made and entered into effective as of the 27th day of January, 2007, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. ("Landlord") and ISATA, LLC, a New York limited liability company ("Tenant").

RECITALS

WHEREAS, by written sublease dated August 19, 2005 ("Sublease"), Landlord did lease unto Tenant approximately 1,318 square feet of space known as Space No. C9 ("Premises") in Concourse C of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York; and

WHEREAS, it was contemplated by Landlord and Tenant in the Sublease that Landlord would lease unto Tenant an additional concession location for the operation of a duty free store within Concourse B of the Terminal; and

WHEREAS, Landlord and Tenant have reached an agreement for two (2) additional locations in the Terminal, one to be located in Concourse B and the other to be located in the Main Terminal and desire to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties do hereby agree as follows:

- 1. The second paragraph on page 1 of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 (individually and collectively called the "Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C9 containing approximately 1,318 square feet of Floor Area, Space No. B15 containing approximately 805 square feet of Floor Area and Space No. M14 containing approximately 5,594 square feet of Floor Area, all of which are as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

- Specialty Retail Food & Beverage (Food Court Location) Service
 In-Line Wall-Shop Kiosk".

2. Item (1) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“(1)Section 1.02: Term: (a) Latest Rental Commencement Date For Space No. C9: August 24, 2005; (b) Latest Rental Commencement Date For Space Nos. B15 and M14: May 9, 2007; provided, however, if the new Main Terminal Building and the new Concourse B have not opened to the public for “Enplaned Passengers” (as such term is defined below) operations on or before May 9, 2007, then the Latest Rental Commencement Date shall be the date on which the new Main Terminal Building and new Concourse B are first opened for such “Enplaned Passengers” operations; and (c) Expiration Date: August 24, 2015.”

3. Item (2) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“(2)Section 2.01: Minimum Annual Guaranteed Rent (“Guaranteed Rent”) and Section 2.02: Percentage Rent (“Percentage Rent”):

(a) Rental Commencement Date to “Concourse B/Main Terminal Building Opening Date”: Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(b) Concourse B/Main Terminal Building Opening Date” through Expiration Date: Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent: Percentage Rent:

The "**Concourse B/Main Terminal Building Opening Date**" shall mean the date in which American initially commences commercial flights to and from gates in the new Concourse B of the new Terminal 8, as confirmed in a letter from Landlord to Tenant."

4. The following is added to the end of Item (3), subpart (f) in the Data Sheet of the Sublease:

"The initial joint marketing fund assessment of Two Thousand Dollars (\$2,000.00) shall be paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the Rental Commencement Date for Space Nos. B15 and M14."

5. Item (4) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"Section 7.01: Permitted Use: For the operation of retail concessions providing for the sale at retail of duty-paid and duty-free items (a duty-free shop), and for no other use or purpose. Within the portion of the Premises known as Space No. M14, Tenant shall create six (6) different boutique areas within this portion of the Premises, each to range in size between 200 square feet to 500 square feet of Floor Area in Space No. M14 and in which Tenant shall display and sell at retail on both a duty-paid basis (to domestic flight customers) and on a duty-free basis (to international flight customers) the following concepts: (a) **Estee Lauder:** the display and retail sale of branded Estee Lauder, Clinique, Crème de la Mer, MAC and Bobbi Brown fragrances, cosmetics and skin care products; (b) **Hugo Boss:** the display and retail sale of Hugo Boss branded men's and women's apparel, leather goods, jewelry, watches, fragrances, travel related items and gift items, all of which shall be under the Hugo Boss brand; (c) **Lacoste:** the display and sale of Lacoste branded men's and women's apparel, leather goods, jewelry, watches, fragrances, travel related items and gift items, all of which shall be under the Lacoste brand; (d) **Bulgari:** the display and sale at retail of all Bulgari products such as watches, jewelry, accessories, silk products, leather goods, clothing accessories, travel related items and gift items, all of which shall be under the Bulgari brand; (e) **Mont Blanc:** the display and retail sale of Mont Blanc branded fine writing instruments and other travel related items and gift items, all of which shall be under the Mont Blanc brand; and (f) **Cartier:** the display and sale at retail of Cartier branded watches and jewelry and gift items, all of which shall be under the Cartier brand. From time to time, Tenant may request to Landlord a change in the above-reference concepts for the boutiques to be located within Space No. M14 and shall provide all details necessary for Landlord to properly evaluate such proposed change of concepts which shall be subject to Landlord's approval, such approval not to be unreasonably withheld; provided, however, that the prior approval of American and the Authority shall also be required before any such concepts are changed, such approval to be determined in the respective sole and absolute discretion of American and the Authority. "

6. Item (5) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 7:00 A.M. to 10:00 P.M. local time, until the Concourse B/Main Terminal Opening Date and thereafter, 6:00 A.M. to 10:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02."

7. Item (6) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

"(6)**Section 16.01: Trade Name:** "International Shoppes Duty Free" for Space Nos. C9 and B15 and "International Shoppes Duty Free/Estee Lauder/Hugo Boss/LaCoste/Bulgari/Mont Blanc/Cartier" for Space No. M14."

8. Item (7) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“(7)**Section 26.01: Performance Guaranty-Letter of Credit:** At Landlord’s option, Tenant shall deposit with Landlord: (i) an amount equal to Exemption (2.a.)) in immediately available funds, payable to Landlord upon execution of this Amendment and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional, irrevocable standby letter of credit in an amount equal to Exemption (2.a.) d in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant’s part to be observed, paid and performed (“**Performance Guaranty**”). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York (“**Bank**”). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.”.

9. A new Section 27.31 is added to the Sublease as follows:

“**Section 27.31 TENANT’S CERTIFICATION.** Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control (“OFAC”) of the United States Department of the Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord’s termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.”.

10. Attached hereto and made a part hereof are **Exhibit A-2** for the portion of the Premises more commonly known as Space No. B15 and Space No. M14. In addition, **Exhibit A-3** attached to the Sublease is hereby deleted in its entirety and the new **Exhibit A-3** is attached hereto and made a part hereof.

11. All capitalized terms not otherwise expressly defined in this Amendment shall have the same meanings ascribed to them in the Sublease. This Amendment shall become binding upon the parties when executed and delivered by both parties. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Sublease between the parties shall remain in full force and effect. In case of any inconsistency

between the provisions of the Sublease and this Amendment, the later provision shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

TENANT:

ISATA, LLC,
a New York limited liability company
By: International Shoppes, LLC, Manager

By:  _____

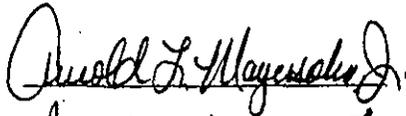
Name: STEPHEN R. GREENBAUM

Title: MANAGER

Isata Sublease Amend 1.doc

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, LLC,**
a Delaware limited liability company

By:  _____

Name: Arnold L. Mayersohn, Jr.

Title: Asst. V.P. & Secretary

CONSENT OF GUARANTOR

The undersigned hereby consents to the terms and provisions of this First Amendment To Sublease and Tenant's execution thereof as of this ___ day of January, 2007 and to Guarantor's continued liability and obligations with respect to the Sublease, as amended hereby, pursuant to the terms of the Guaranty dated August 19, 2005.

GUARANTOR:

INTERNATIONAL SHOPS, INC.,
a New York corporation

By:  _____

Name: STEPHEN R. GREENBAUM

Title: CEO

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

THIS AGREEMENT SHALL NOT BE BINDING ON
THE PORT AUTHORITY UNTIL DULY EXECUTED BY
AN EXECUTIVE OFFICER THEREOF AND DELIVERED
TO THE PERMITTEE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Permit No. AYD-476
Consent Agreement No. AYD-552
Supplement No. 2
John F. Kennedy International Airport

**SUPPLEMENTAL AGREEMENT TO
CONSENT AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT, effective as of December 18, 2008 (the "Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC**, a Delaware limited liability company (hereinafter called the "Permittee") and **ISATA, LLC**, a New York limited liability company (hereinafter called the "Sublessee") and consented to by **AMERICAN AIRLINES, INC.** (hereinafter called "Airline").

WITNESSETH, That:

WHEREAS, heretofore and as of August 19, 2005 the Port Authority, the Permittee and the Sublessee entered into a consent agreement (hereinafter called the "Consent Agreement") pursuant to which the Port Authority granted its consent to the Sublease (as such term is defined in the Consent); and

WHEREAS, the Permittee and the Sublessee have entered into a First Amendment to Sublease, made as of January 29, 2007 (hereinafter called the "First Sublease Amendment") consented to by the Port Authority providing, among other things, for an addition of certain space to the Space (the "First Sublease Amendment");

WHEREAS, the Permittee and the Sublessee have thereafter entered into a Second Amendment to Sublease, made as of December 18, 2008, providing, among other things, for an addition of certain space, a copy of which is attached hereto and made a part hereof (the "Second Sublease Amendment");

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree as of the Effective Date as follows:

1. The Port Authority hereby consents to the Second Sublease Amendment.
2. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Consent Agreement shall be and remain in full force and effect.
3. The Permittee and the Sublessee represent and warrant that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee and the Sublessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.
4. The Consent is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Sublessee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Sublessee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

5. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under the Consent Agreement, the Sublessee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Sublessee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Sublessee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to the Consent Agreement, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the concession area which is the subject of the Consent Agreement ("Concession Area"), or (ii) physically interferes with public access between the Concession Area and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to

the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of the Consent Agreement.

(b) Labor peace agreement. The Sublessee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Sublessee's concession at the Concession Area is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Concession Area (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Concession Area. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Concession Area than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the premises. The Port Authority shall have the right to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Sublessee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of the Consent Agreement.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Concession Area.

6. The Sublessee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees/rent or other amounts, which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

7. No Commissioner, director, officer, agent or employee of any party shall be charged personally by any other party hereto with any liability, or held liable to such other parties, under any term or provision of this Supplemental Agreement, or because of the party's execution or attempted execution, or because of any breach thereof.

8. This Supplemental Agreement, together with the Consent Agreement (to

which it is supplementary) constitutes the entire agreement between the Port Authority, the Permittee and the Sublessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority, the Permittee and the Sublessee. The Permittee and the Sublessee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Consent Agreement or this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
David Kagan
Assistant Director
(Title) Business Properties & Airport Development
(Seal)

ATTEST:

[Signature]
Secretary ~~Asst. Secretary~~

WESTFIELD CONCESSION MANAGEMENT, LLC

By [Signature]
Print Name Arnold L. Mayersohn, Jr.
(Title) Asst VP & Secretary
~~Member/Manager~~
(Corporate Seal)

ATTEST:

[Signature]
Secretary

ISATA, LLC

By [Signature]
Print Name Michael Halpern
(Title) Manager - ~~Member/Manager~~
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By: [Signature]
Print Name LAURA A. EINSPANIER
Title: Vice President
Corporate real Estate

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
<u>SB</u>	<u>MG</u>

MG/mmw

SECOND AMENDMENT TO SUBLEASE

THIS SECOND AMENDMENT ("Amendment") is made and entered into effective as of the 18th day of December, 2008, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company ("Landlord") and ISATA, LLC, a New York limited liability company ("Tenant").

RECITALS

WHEREAS, by written sublease dated August 19, 2005, as amended by First Amendment To Sublease dated January 29, 2007 (collectively, the "Sublease"), Landlord did lease unto Tenant approximately 7,717 square feet of space more commonly known as Space Nos. B15, C9 and M14 ("Premises") in Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York; and

WHEREAS, Tenant has requested and Landlord has approved the addition of a Ferragamo boutique area in Space M14 which would be added to the existing six (6) different boutique areas as more specifically set forth in the Sublease; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties do hereby agree as follows:

1. Item (2)(b)(ii) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“(ii) Percentage Rent: Percentage Rent:

Exemption (2.a.)

2. Item (4) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“**Section 7.01: Permitted Use:** For the operation of retail concessions providing for the sale at retail of duty-paid and duty-free items (a duty-free shop), and for no other use or purpose. Within the portion of the Premises known as Space No. M14, Tenant shall create

seven (7) different boutique areas within this portion of the Premises, each to range in size between 200 square feet to 500 square feet of Floor Area in which Tenant shall display and sell at retail on both a duty-paid basis (to domestic flight customers) and on a duty-free basis (to international flight customers) the following concepts: (a) Estee Lauder: the display and retail sale of branded Estee Lauder, Clinique, Crème de la Mer, MAC, Bobbi Brown and other Estee Lauder related brands fragrances, cosmetics and skin care products; (b) Hugo Boss: the display and retail sale of Hugo Boss branded men's and women's apparel, leather goods, jewelry, watches, fragrances, travel related items and gift items, all of which shall be under the Hugo Boss brand; (c) Lacoste: the display and sale of Lacoste branded men's and women's apparel, leather goods, jewelry, watches, fragrances, travel related items and gift items, all of which shall be under the Lacoste brand; (d) Bulgari: the display and sale at retail of all Bulgari products such as watches, jewelry, accessories, silk products, leather goods, clothing accessories, travel related items and gift items, all of which shall be under the Bulgari brand; (e) Mont Blanc: the display and retail sale of Mont Blanc branded fine writing instruments and other travel related items and gift items, all of which shall be under the Mont Blanc brand; (f) Cartier: the display and sale at retail of Cartier branded watches and jewelry and gift items, all of which shall be under the Cartier brand and other Cartier related brands; and (g) Ferragamo: the display and sale at retail of Ferragamo branded handbags, small leather goods for men and women, scarves, jewelry, sunglasses and ties, all of which shall be under the Ferragamo brand. From time to time, Tenant may request to Landlord a change in the above-reference concepts for the boutiques to be located within Space No. M14 and shall provide all details necessary for Landlord to properly evaluate such proposed change of concepts which shall be subject to Landlord's approval, such approval not to be unreasonably withheld; provided, however, that the prior approval of American and the Authority shall also be required before any such concepts are changed, such approval to be determined in the respective sole and absolute discretion of American and the Authority. ”.

3. Item (6) in the Data Sheet of the Sublease is hereby deleted in its entirety and is hereby amended to read as follows:

“(6) Section 16.01: Trade Name: “International Shoppes Duty Free” for Space Nos. C9 and B15 and “International Shoppes Duty Free - Estee Lauder - Hugo Boss - LaCoste - Bulgari - Mont Blanc - Cartier - Ferragamo” for Space No. M14.”.

4. Tenant's plans for the remodeling of Space No. M14 to add the Ferragamo boutique are subject to the prior written approval of Landlord, American and the Port Authority determined in their sole and absolute discretion. Such approvals shall be obtained by Tenant prior to commencing any of Tenant's Work in Space No. M14, all of which shall be in accordance with the applicable terms and provisions of the Sublease and the Authority's Alteration Application and process thereunder. Tenant shall use its best efforts to complete the remodel with respect to adding the Ferragamo boutique on or before December 31, 2008. All of Tenant's Work shall be conducted within Space No. M14 during non-business hours so that Space No. M14 can remain operating and open to the public during all required hours.

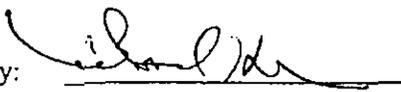
5. All capitalized terms not otherwise expressly defined in this Amendment shall have the same meanings ascribed to them in the Sublease. This Amendment shall become binding

upon the parties when executed and delivered by both parties. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Sublease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Sublease and this Amendment, the later provision shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

TENANT:

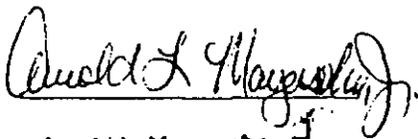
ISATA, LLC,
a New York limited liability company
By: International Shoppes, LLC, Manager

By: 
Name: Michael Holston
Title: RELOCATED

Isata Sublease Amend 2.doc

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, LLC,**
a Delaware limited liability company

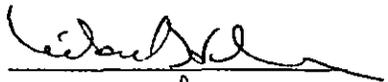
By: 
Name: Arnold L. Mayersohn, Jr.
Assistant Vice President & Secretary
Title: _____

CONSENT OF GUARANTOR

The undersigned hereby consents to the terms and provisions of this Second Amendment To Sublease and Tenant's execution thereof as of this 18th day of December, 2008 and to Guarantor's continued liability and obligations with respect to the Sublease, as amended hereby, pursuant to the terms of the Amended and Restated Guaranty effective as of August 19, 2005.

GUARANTOR:

INTERNATIONAL SHOPPES, LLC,
a New York limited liability company

By: 
Name: Michael Halperin
Title: President

AMENDED AND RESTATED GUARANTY

THIS AMENDED AND RESTATED GUARANTY ("Guaranty") is dated as of this 18th day of December, 2008, but effective as of the 19th day of August, 2005, by INTERNATIONAL SHOPPES, LLC, a New York limited liability company ("Guarantor"), to and for the benefit of WESTFIELD CONCESSION MANAGEMENT, LLC, ("Landlord"), AMERICAN AIRLINES, INC., ("American") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and ISATA, LLC ("Tenant") have entered into that certain sublease dated August 19, 2005, as amended ("Sublease"), for the Premises more commonly known as Space Nos. C9 and M14, located in Terminal 8 of John F. Kennedy International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty;

WHEREAS, International Shops, Inc. previously delivered a Guaranty dated August 19, 2005 and in order to correct an error in the Guarantor's name, Guarantor has agreed to execute and deliver this Amended and Restated Guaranty to Landlord, American and the Authority and upon such execution and delivery to Landlord, American and the Authority, the Guaranty from International Shops, Inc. dated August 19, 2005 shall automatically be deemed null, void and of no further force and effect;

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord, American and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord, American and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord, American and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.
2. Guarantor does hereby covenant and agree to and with Landlord, American and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements,

and will forthwith pay to Landlord, American and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord, American or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord, American or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's, American's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord, American or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord, American or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord, American or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's, American's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord, American or the Authority of any of its rights and remedies against

Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of New York; (b) that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors or members of Guarantor; (c) the making of this Guaranty does not require any vote or consent of shareholders of Guarantor; and (d) that the officer executing this Guaranty has been duly authorized to execute the same by its Board of Directors or members.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's, American's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord, American and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

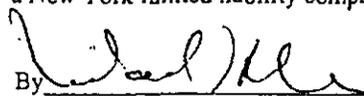
9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST:



INTERNATIONAL SHOPPES, LLC,
a New York limited liability company

By  (SEAL)

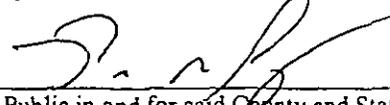
Address: 540 Parkways Avenue
Valley Stream, New York

Telephone: 516-872-5797 Ext 107

STATE OF New York
COUNTY OF NASSAU) SS

On this 29 day of Dec, 2008, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Michael H. [unclear] known to me to be the [unclear] and [unclear] known to me to be the [unclear] of International Shoppes LLC the limited liability company that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the limited liability company herein named, and acknowledged to me that such limited liability company executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.



Notary Public in and for said County and State

(SEAL)

My Commission Expires April 28, 2012

PETER M LAZAR
Notary Public, State of New York
No. 01LA6186024
Qualified in Nassau County
Commission Expires April 28, 2012

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed \$47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is \$750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

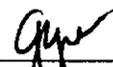
Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

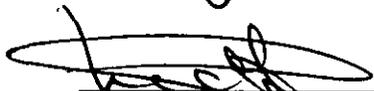


For the Port Authority

Initialed:



For the ~~Sublessee~~ Permittee



For the ~~Permittee~~ Sublessee



For the Airline

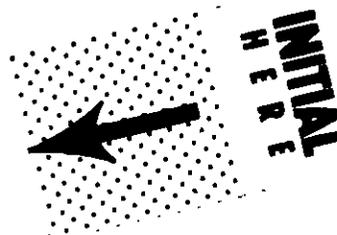
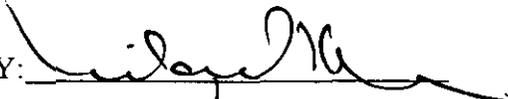


EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

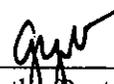
ISATA, LLC. (the "Company") has complied with Board Resolution "All airports - Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
ISATA, LLC

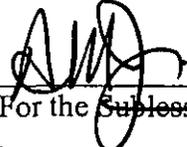
BY: 
DATE: 3/21/12

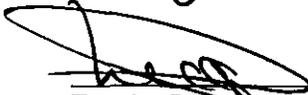
FOR THE UNION:
[Insert Name of Labor Organization]
LOCAL 1102 RWDSU

BY: 
DATE: 3/21/12


For the Port Authority

Initialed:


For the Sublessee Permittee


For the Permittee Sublessee

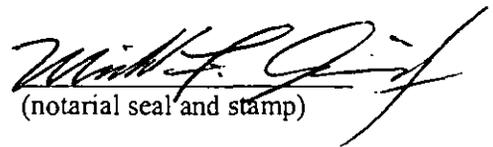

For the Airline

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

For The Port Authority of NY & NJ

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 1st day of June in the year 2009¹², before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

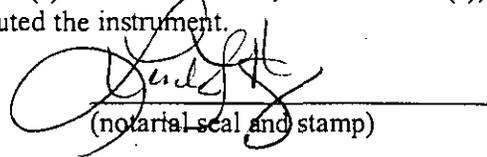

(notarial seal and stamp)

For Westfield Concession Management, LLC

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 2012

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On the 10th day of April in the year 2009¹², before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold A. Mayers, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

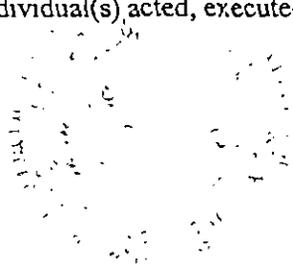

(notarial seal and stamp)

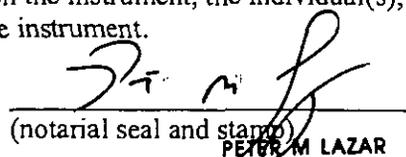
For ISATA, LLC

LINDA J. MARKS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 9, 2015

STATE OF New York)
) ss.
COUNTY OF Nassau)

On the 23 day of March in the year 2009²⁰¹², before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Kalpen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




(notarial seal and stamp)

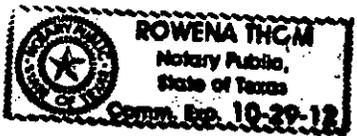
PETER M. LAZAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LA6186024
Qualified in Nassau County
My Commission Expires April 28, 2012

For American Airlines, Inc.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 3rd day of May in the year 200¹², before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Emspanier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(notarial seal and stamp)



Port Authority of N.Y. & N.J.

Port Authority Consent Agreement No. AYD-552

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY
JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 8**

CONSENT AGREEMENT

by and among

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

WESTFIELD CONCESSION MANAGEMENT, INC.

and

ISATA, LLC.

and consented to by •

AMERICAN AIRLINES, INC.

Dated as of August 19, 2005

Trim
7-27-07
F-6337

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-522
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of August 19, 2005 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), **ISATA, LLC** ("Sublessee"), a limited liability company organized and existing under the laws of the State of New York with an office and place of business at 540 Rockaway Avenue, Valley Stream, New York 11581, whose representative is Stephen R. Greenbaum, and consented to by **AMERICAN AIRLINES, INC.** ("Airline") and **INTERNATIONAL SHOPS, INC.**, as guarantor.

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease;

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required;

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal;

WHEREAS, the Port Authority and the Permittee have entered into a certain

permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease;

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline;

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, dated as of August 19, 2005 and consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces");

WHEREAS, the Sublessee, in connection with its execution of the Sublease, has provided a contract of guaranty from International Shops, Inc. guaranteeing the payment and performance of its obligations under the Sublease, as more specifically described in paragraph 21 of this Consent; and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the

termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply

that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at

which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission

from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a)

of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without

limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. The Sublessee has provided, contemporaneously with the execution of the Sublease, and shall maintain in full force and effect throughout the effective term of this Consent, a contract of absolute and unconditional guaranty of the due and punctual payment of

the fees and other monetary obligations under the Sublease to be paid by the Sublessee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Sublessee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of guaranty ("Guaranty"), a copy of which is attached hereto and made a part hereof, has been executed by International Shops, Inc., a New York corporation, with an office and place of business at 540 Rockaway Avenue, Valley Stream, NY 11581, in favor of the Port Authority, the Permittee and the Airline. International Shops, Inc. expressly agreed that, with regard to its Guaranty, the term "Sublease" shall be deemed also to include this Consent and accordingly, such Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Sublessee under the Sublease as well as the payment and performance obligations of the Sublessee under this Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

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IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Director, CCMS
(Seal)

~~ATTEST:~~ WITNESS:

[Signature]
Secretary

WESTFIELD CONCESSION MANAGEMENT, INC.

By [Signature]
(Title) ASSISTANT VICE President
(Corporate Seal)

~~ATTEST:~~ WITNESS:

[Signature]
Secretary MICHAEL WALPERMAN
MANAGER

ISATA, LLC

By [Signature]
(Title) STEPHEN R. GREENBAUM
(Manager)
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT BY

AMERICAN AIRLINES, INC.

INTERNATIONAL SHOPS, INC
(Guarantor)

By [Signature]
(Name) JACQUES GOSPELIER
Vice President
(Title) President
(Corporate Seal)

By [Signature]
(Name) MICHAEL WALPERMAN
(Title) President
(Corporate Seal)

APPROVED:
COPIA 1/3
TERMS 11/2

GUARANTY

THIS GUARANTY ("Guaranty") is made as of this 19th day of August, 2005, by INTERNATIONAL SHOPS, INC., a New York corporation ("Guarantor"), to and for the benefit of WESTFIELD CONCESSION MANAGEMENT, INC., ("Landlord"), AMERICAN AIRLINES, INC., ("American") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and Isata, LLC d/b/a International Shoppes, a New York limited liability company ("Tenant") have entered into that certain sublease dated August 19, 2005, ("Sublease"), for the Premises more commonly known as Space No. C9, located in Terminal 8 of John F. Kennedy International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord, American and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord, American and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord, American and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.
2. Guarantor does hereby covenant and agree to and with Landlord, American and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord, American and the Authority all damages and all

costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord, American or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord, American or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's, American's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord, American or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord, American or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord, American or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such

payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's, American's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord, American or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of York ; (b) that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors or members of Guarantor; (c) the making of this Guaranty does not require any vote or consent of shareholders of Guarantor; and (d) that the officer executing this Guaranty has been duly authorized to execute the same by its Board of Directors or members.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's, American's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord, American and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST:



INTERNATIONAL SHOPPES, INC.
a NY CORP

By:  (SEAL)

Address: 540 ROCKAWAY AVENUE
VALLEY STREAM NY 11581

Telephone: 516-872-5797

STATE OF New York)
COUNTY OF NASSAU) SS

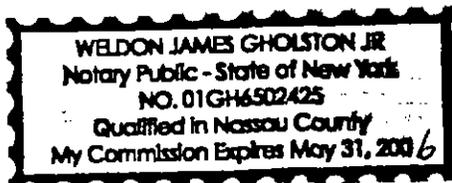
On this 18th day of August, 2005, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Michael Halpern known to me to be the President and Stephen Greenbaum known to me to be the Vice President, of International Shoppes, Inc., the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

Weldon James Gholston Jr.
Notary Public in and for said County and State

My Commission Expires 31 MAY 2006

(SEAL)



COPY

SUBLEASE

BETWEEN

WESTFIELD CONCESSION MANAGEMENT, INC.

LANDLORD

AND

**ISATA, LLC
TENANT**

**INTERNATIONAL SHOPPES
TRADE NAME**

SPACE NUMBER C9

CONCOURSE C

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE C**

THIS SUBLEASE ("Sublease") is made as of this 19th day of August, 2005, by and between **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, whose address is 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 ("**Landlord**") and **ISATA, LLC**, a New York limited liability company, whose principal place of business is located at 540 Rockaway Avenue, Valley Stream, New York 11581 ("**Tenant**").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. C9 containing approximately 1,318 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is as follows:

- | | | |
|--|--|----------------------------------|
| <input checked="" type="checkbox"/> Specialty Retail | <input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location) | <input type="checkbox"/> Service |
| <input checked="" type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("**Concession Area Lease**"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("**Authority Lease**"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. Landlord hereby agrees to timely provide Tenant with a copy of any amendment(s) to the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) which is entered into by and between Landlord and American after the date hereof. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents

and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("**Consent Agreement**") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "**Tenant**" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) Latest Rental Commencement Date: August 15, 2005. If Concourse C has not opened to the public for "**Enplaned Passengers**" (as defined below) operations by August 15, 2005, then the Latest Rental Commencement Date shall be extended until the date in which Concourse C is opened for such "**Enplaned Passengers**" operations; (b) Expiration Date: August 15, 2015, or the tenth (10th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent") and Section 2.02: Percentage Rent ("Percentage Rent"):**

(a) Rental Commencement Date to Concourse B Opening Date (as defined below): Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) Guaranteed Rent:

Exemption (2.a.)

(ii) Percentage Rent:

(b) Concourse B Opening Date through Expiration Date: Tenant shall pay to Landlord, the greater of either the Guaranteed Rent or Percentage Rent as follows:

(i) **Guaranteed Rent:**

Exemption (2.a.)

(ii) **Percentage Rent:**

(3) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) (.....) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03.

(4) **Section 7.01: Permitted Use:** For the operation of a retail concession providing for the sale at retail of duty-paid and duty-free items (a duty-free shop) and for no other use or purpose.

(5) **Section 7.02: Hours of Operation:** Tenant shall be open for business 7 days a week, 365 days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 7 o'clock a.m. until 10 o'clock p.m., local time, subject to other hours and adjustments as provided in Section 7.02.

(6) **Section 16.01: Trade Name:** "International Shoppes".

(7) **Section 26.01: Performance Guaranty-Letter of Credit:** Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, either (a) the amount of Exemption (2.a.)) or (b) an unconditional, irrevocable standby letter of credit in an amount not less than of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance

Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(8) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, Inc.
11601 Wilshire Blvd., 12th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

With copies to:

Westfield Concession Management, Inc.

Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, Inc.
John F. Kennedy International Airport -- Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant:

Isata, LLC
540 Rockaway Avenue
Valley Stream, New York 11540
Attn: Mr. Michael Halpern
and Mr. Stephen Greenbaum

With a copy to:

Patterson Belknap Webb &
Tyler LLP
1133 Avenue of the Americas
New York, New York 10036
Attn: John E. Schmeltzer, Esq.

Tenant's Billing Address:

Isata, LLC
c/o International Shoppes, Inc.
540 Rockaway Avenue
Valley Stream, New York 11581
Attn: Mr. Michael Halpern
And Mr. Stephen Greenbaum

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey" and remitted to: Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via US Mail) or Westfield Concession Management, Inc., John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(9) **Section 14.01(b): Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** If Tenant or Tenant's participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G**. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with

the Authority's current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than 100% at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than ___% at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than 30 days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on **Exhibits A-1, A-2 and A-3** and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on **Exhibit A-1**. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("**Term**") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

The "Concourse B Opening Date" shall mean the date that Concourse B is open to the public for Enplaned Passengers

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, \$250.00 per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of 60 days, the amount of such liquidated damages may be increased up to a maximum of \$500.00 per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN

MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a 30 day month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated on the basis of a 365 day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between 2 consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2006 calendar year and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by 1 calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 15 days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is 30. Should any Lease Year be less than 12 full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is 365. Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "un-natural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises at the conclusion of this Sublease, the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material

default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "Gross Receipts" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds

from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than Exemption (2.a.) of Gross Receipts per Lease Month; (10) mandatory discounts of not less than Exemption (2.a.) of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for

the Storage Premises ("Storage Premises Rent") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the 1st day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than 10 days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Concession Area or the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area; provided, however, any vacant Floor Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all

concession facilities in the Concession Area, but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in Terminal C. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the 1st day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within 20 days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within 20 days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within 10 days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided Tenant shall indemnify Landlord against any resulting loss, cost or expense, and

shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification. Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as

"Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "**Additional Rent**", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within 5 days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive 12 month period, Landlord will not waive any such applicable late charges for the next consecutive 12 month period.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that ~~are then due and payable. If Landlord shall not make any specific application of a payment~~ received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Except as otherwise expressly provided herein, (a) Tenant covenants to pay all Rentals independent of any obligation of Landlord, (b) no breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof, (c) all Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement, and (d) Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on

at least 2 occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "**Records**"). For all purposes of this Sublease, "**Affiliate**" or "**Affiliates**" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "**Person**" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "**Control**" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "**Controls**", "**Controlled By**" and "**Under Common Control With**" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for 1 year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of 5 years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within 15 days of a request therefor. All Records shall at all reasonable times, during Tenant's

normal business hours after 15 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than 60 segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("Point of Sale Data"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit C), certified by an authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by an

authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days' prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per statement per day until such statement is properly delivered to Landlord for the 1st such failure to furnish a statement, \$125.00 per statement per day until such statement is delivered to Landlord for the 2nd such failure to furnish a statement, and \$250.00 per statement per day until such statement is delivered to Landlord for the 3rd and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within 10 days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling 12 month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling 12 month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling 12 month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of \$50.00 per report per day until such report is properly delivered to Landlord for the 1st such failure to furnish a report, \$125.00 per report per day until such report is delivered to Landlord for the 2nd such failure to furnish a report, and \$250.00 per report per day until such report is delivered to Landlord for the 3rd and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within 15 days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such 15 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for 1 year thereafter, Landlord, American and the Authority may, each at any time upon 10 days' prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within 10 days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of 2% of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such 10 day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than 20 days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within 20 days (or such shorter period

of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within 15 days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than 5 days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than 30 days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 days from the dates required, Landlord may terminate this Sublease upon 24 hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency, and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these

processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than 30 days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within 120 days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) : of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed 30 days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant

shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within 90 days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of 5% or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such 90 days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day following 5 days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 180 days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed _____ of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of _____ of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the

United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within 90 days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within 180 days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole



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cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of \$500.00 for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in **Exhibit D**) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the

Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES.

(a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed 7 years, whether under the original term or any extension thereof, Tenant agrees that by no later than 7 years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of \$150.00 per square foot for each food and beverage concession and \$75.00 per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating

Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to 15% of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than 120 days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds 15% percent, and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's

business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to 90 days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within 20 days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within 60 days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within 10 days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever release**

Landlord and American from any obligations under this Section 6.02.

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY.

(a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon 30 days notice by means of revocation of the Consent Agreement, or by American upon 180 days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or unamortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Notwithstanding the foregoing, the parties hereby agree that Tenant shall not be

required to remove any Fixed Improvements prior to or upon Tenant's surrender of the Premises to Landlord. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of 30 days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise. Landlord hereby waives any such claims, causes of actions, suits, or damages that Landlord may have or rights to payment to Landlord by Tenant regarding any and all incidental, consequential, special or severance damages as a result of Landlord's operation of the Concession Area. Notwithstanding the foregoing, nothing contained herein shall waive any such claims, causes of actions, suits, or damages that American or the Authority may have or rights to payment to American or the Authority by Tenant regarding any and all incidental, consequential, special or severance damages as a result of American's or the Authority's operation of the Concession Area.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from

time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon oral notice from Landlord to Tenant at Tenant's corporate office, followed immediately written notice) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of \$75.00 per day for the 1st violation in any 12 month period and the amount of \$150.00 per day for the 2nd and any subsequent violations in any 12 month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "**American Reserved Uses**" and "**Port Authority Reserved Uses**" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using commercially reasonable efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least 2 nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is

made. Except as otherwise expressly provided herein, at all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for 2 or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, 365 days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant orally from time to time at Tenant's corporate office followed by written notice regarding such issue. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of 16 hours per day, each day of the year, with the opening for business each day at least 1 hour prior to the first scheduled flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least 1 hour prior to the first flight and closing 30 minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon 2 hours prior oral notice to Tenant's corporate office followed by written notice regarding such emergency. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount \$150.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the first violation in any 12 month period, and the amount of \$250.00 per hour for each hour Tenant fails to operate its business during any required operating hours for the second and any subsequent violations in

any 12 month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within 2 hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its

operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than 1 time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's

Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City – Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards.

Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent

shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address 3 main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within 15 days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "**Toxic or Hazardous Materials**" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause

such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than 1 gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified, American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, American and/or Landlord reserve the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within 10 days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord.

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND

PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Additionally, Tenant shall, in accordance with the requirements, rules and/or regulations of the United States Customs, the Bureau of Alcohol, Tobacco and Firearms, the Transportation Security Administration, or any other governmental authority be permitted to access the "gate areas" in the Terminal for the purpose of delivering goods to customers purchased by such customers in the ordinary course of Tenant's business. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within 15 feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Throughout the Term, Tenant shall have a revocable license to operate mobile carts and sell duty-free merchandise if international flight gates change or international flights are temporarily moved to other locations. All of such sales shall be included in Tenant's Gross Receipts. All mobile cart operations shall at all times be subject to the provisions of this Lease, including, without limitation, compliance with all applicable state, federal and local laws, rules and regulations. Tenant shall indemnify Landlord, the Authority, American and the City of New York from and against any and all actions, claims, damages and/or violations with respect to such license. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time

to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE.

(a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "public seating areas" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials,

inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses will be assessed without any administrative mark-up or profit to Landlord and shall include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to,

the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed 15% (other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time) as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within 5 days after written notice from Landlord shall be

delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design

Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon oral notice from Landlord to Tenant at Tenant's corporate office followed by written notice regarding such issue, and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS.

Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within 48 hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any

employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon oral notice from Landlord to Tenant at Tenant's corporate office followed by written notice regarding such issue, and Landlord may remove the same if Tenant shall fail to do the same within 24 hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within 48 hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of \$150.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

- (1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire

hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshal official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as

possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen (15%) percent of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than \$5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than \$2,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than \$25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage (provided Tenant's insurance pursuant hereto may consist of primary and excess liability coverage); (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, by disease, \$1,000,000.00 policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than 12 months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally

covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages for on-premises consumption, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than \$5,000,000.00 per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one or more persons in one or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such

expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least 30 days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon 5 days notice to Tenant, procure such

insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within 10 days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee

reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport,

including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Intentionally omitted

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for; (a) any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, (b) services from a central utility plant or any other utility or other service, or (c) if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements. Any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any

abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c).

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require to Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than 15 days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within 20 days after request therefor by either Landlord or Tenant, either Landlord or Tenant, as the case may be, shall execute, in recordable form, and deliver to the requesting party a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or Tenant or stating in reasonable detail those claimed, and (g) such other matters as may be reasonably requested.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole reasonable discretion; provided, however, the transfer of Tenant's membership interests, as the case may be, in connection with (i) Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities; or (ii) any transfer among the current holders of Tenant's membership interests and their immediate families (i.e. spouses, parents, brothers, sisters, children, grandchildren or any spouse of any such parent, brother, sister, child or grandchild), shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i)

such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting

stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to be granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the 15th day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within 30 days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within 60 days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination,

Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within 90 days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within 30 days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above 30 day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within 60 days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If 50% or more of the Terminal shall be damaged or destroyed by an insured risk, or if 25% or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than 50% curtailed for a period of 60 days or more, Landlord or Tenant shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction so long as Landlord simultaneously terminates the subleases of all other similarly affected tenants in the Concession Area. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within 180 days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than 25% of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within 25 days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within 15 days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If 25% or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined

by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than 30% of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall

endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than 5 days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice twice during a 12 month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such 12 month period to establish a payment default and, thereafter, during such 12 month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of 5 days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 20 days, in

which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said 20 days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond 75 days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within 5 days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for 5 days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given 2 notices of such a failure during the preceding 12 month period; or

(d) Tenant fails to commence construction of Tenant's Work within 20 days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Subject to Force Majeure and Landlord delays, Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of 48 consecutive hours and such failure continues for five (5) business days after notice from Landlord; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for 10 days after written notice from Landlord to Tenant of such failure; or

(i) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of 20 days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example) and such failure continues for two (2) days after notice from Landlord; or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) a governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises and Tenant fails to have such license, permit or authority reinstated within five business days from such termination or suspension so that Tenant may lawfully operate or conduct its business; or

(m) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within 30 days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit (provided that Tenant shall be entitled to a cure period in connection with a default under this Subsection 19.01(n) which shall be three (3) days less than Landlord's cure period pursuant to the applicable instrument);

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may

repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and

without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within 5 days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of 30 days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar

proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four (4%) percent per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "**Guaranteed Rent**" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each

have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required for work within the Premises without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a 24-hour basis. Finally, Landlord, during the last 6 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the

premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to one hundred fifty percent (150%) of the highest monthly Guaranteed Rent paid in the preceding 12 month period (and prorated in the case of (b) on the basis of a 365 day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds 5 days after the natural expiration or earlier termination of the Term, unless, for a period no longer than two (2) months after the expiration of the Term, the parties are negotiating in good faith to renew the Lease. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors,

administrators, successors and assigns of the said parties; and, if there shall be more than one entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time; by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 LETTER OF CREDIT. Tenant shall deposit with Landlord, as applicable, the amount of the Performance Guaranty set forth in the Data Sheet (as may be applicable) or a letter of credit. If Tenant has deposited a letter of credit, such shall be subject to the following terms and conditions:

(a) Tenant has deposited with Landlord, at the time of the execution and delivery of this Sublease, an unconditional, irrevocable standby letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent in funds available immediately or same day funds in the

City of New York, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such letter of credit must be in form and content as set forth in **Exhibit H** and issued by the Bank. No surety bonds shall be permitted. Such letter of credit is for a term of not less than 1 year which term shall be automatically renewed for successive 1 year terms, unless the Bank gives not less than 60 days prior written notice that it will not so renew the letter of credit for such successive term and the last term of the letter of credit shall end not less than 60 days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least 90 days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said letter of credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within 20 days thereafter, shall cause a new letter of credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the letter of credit so transferred and Landlord agrees that, simultaneously with the delivery of such new letter of credit, it will return to said Bank the letter of credit being replaced. The letter of credit deposited hereunder, and all renewals and replacements, are referred to, collectively, as the "**Letter of Credit**". The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum may be held by Landlord as a Performance Guaranty (as said term is hereinafter defined) in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b). If payment of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of 5 days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within 5 days after

demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to 100% of the initial annual Guaranteed Rent. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of 100% of the initial annual Guaranteed Rent or the undrawn portion thereof, as the case may be, represented by the Letter of Credit, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of Section 26.01(b).

(b) Any sum held by Landlord as cash security ("**Performance Guaranty**") shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of Section 26.01, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum of 100% of the initial annual

Guaranteed Rent.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) 60 days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. Except as otherwise expressly provided herein, in the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Landlord's or Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either party's architects, contractors, suppliers, agents, consultants and/or

employees. If either Landlord or Tenant shall claim a delay due to Force Majeure, such claimant must notify the other party in writing for receipt by Tenant or Landlord, as the case may be, within 15 days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in such party's performance. In no event shall any delay extend Tenant's performance beyond a 60-day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord or Tenant, at the address as set forth on the Data Sheet, or such other address or addresses as such party may designate by written notice, together with copies thereof to such other parties designated by such party. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the 1st day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify either party's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last 12 months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or *held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease.* Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's and Landlord's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of

language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord and/or Tenant shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of either party's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which such party is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within 20 days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within 20 days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 et seq.) and the Regulations and Accessibility Guidelines for

Buildings and Facilities issued pursuant thereto ("ADAAG"). Within 5 days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen (15%) percent of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or**

growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its commercially reasonable efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the

health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by 24 hours' oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than 24 hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, unless Tenant is prohibited by law from selling merchandise to airport employees or discounting such merchandise, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. Unless Tenant is prohibited by law from selling merchandise to American's voucher recipients, Tenant shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

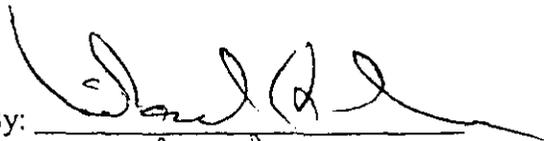
Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, Exhibit J.

Section 27.30 RENTAL PAYMENTS TO LANDLORD AND THE AUTHORITY. It is hereby acknowledged and agreed by the parties hereto in order to avoid any confusion that all payments of Guaranteed Rent and Percentage Rent to Landlord (as collection agent for American and the Authority) as set forth in this Sublease includes payment of American's Allocated Share and the Port Authority's Allocated Share (as such terms are defined in the Concession Area Lease), except as otherwise instructed in writing by the Authority pursuant to the terms of Tenant's Consent Agreement to be entered into between the Authority and Tenant.

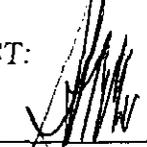
IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

ISATA, LLC,
a New York limited liability company

By: 
Print Name: Michael Halperin
Title: Manager

ATTEST:

By: 
Print Name: STEPHEN GREENBAUM
Title: MANAGER

LANDLORD:

WESTFIELD CONCESSION
MANAGEMENT, INC.,
a Delaware corporation

By: 
Print Name: Arnold L. Mayersohn, Jr.
Assistant Vice President & Secretary
Title: _____

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

FORM OF AUTHORITY CONSENT AGREEMENT

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2005 ("Effective Date"), by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Port Authority"), WESTFIELD CONCESSION MANAGEMENT, INC. ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by AMERICAN AIRLINES, INC. ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this

Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease

which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of

the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for

bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its

Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by

registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

22. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mktg Fund 0.5%	Electric (F&B Only)	Logistics Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Title: _____
 Date: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the

Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.
3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 20 days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with

smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 20 days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.;

ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include

complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within 5 days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than 90 days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of \$5,000.00 each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and

acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

- (i) As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.
- (ii) The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon 7 days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend

to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of \$150.00 per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.
2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of \$1.50 per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the

performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes,

the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the 5 comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select 5 establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the 5 comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale

only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware corporation

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

The certificate holder on each of the Certificates of Insurance shall be as follows:

**Westfield Concession Management, Inc.
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed \$30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and

socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as M/WDBE, the Authority, as part of the certification process, will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

The Authority has compiled a list, which may be supplemented and revised from time to time by the Authority, to indicate the firms the Authority determined satisfy the criteria for M/W/DBE certification. Such list shall be made available to the proposers upon request. The Authority makes no representations as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed M/W/DBEs and such firms not so listed, but certified by the Authority as M/W/DBEs hereunder, will count towards M/W/DBE requirements.

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or

such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, Inc.

Date: _____

2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, Inc., or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, Inc. and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN**

IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM
CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION)
INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES - EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic

Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "**Employer identification number**" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "**Minority**" – as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises

are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A

written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "**Minority Business Enterprise**" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "**Women-owned Business Enterprise**" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "**Meaningful participation**" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until 14 days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such 14 day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within 2 days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*

5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*
3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*

7. **Graduated Fines.** Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior oral notice from Landlord to Tenant at Tenant's corporate office followed by written notice regarding such issue.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise

objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*

6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.
8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*
9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*
10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*
11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.
12. Tenant shall, within 24 hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*
13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a 24 hour per day, 7 day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*
2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*
3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*
4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*
5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.
7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*
8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

Additional Performance Standards for Food & Beverage Concessions Only:

1. Menu Boards are well maintained and easy to read.
2. Operating Staff and employee uniforms are clean and complete. At least one designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *
3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use

thereof.*

4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*
5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*
6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*
7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*
8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*
9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling 12 month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within 10 days after written demand.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 20 day of MARCH in the year 200⁷5, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)
GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01M16026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF MISSOURI)
) ss.
COUNTY OF St Charles)

On the 13th day of October in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayer Sohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacy L. Gruette Meyer
(notarial seal and stamp)

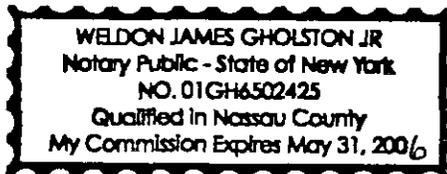
STACY L. GRUETTE MEYER
Notary Public-Notary Seal
State of Missouri
St Charles County
My Commission Expires Feb 20, 2006

FOR ISATA, LLC

STATE OF New York)
) ss.
COUNTY OF NASSAU)

On the 11th day of OCTOBER in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared STEPHEN R. GREENBAUM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Weldon James Gholston Jr
(notarial seal and stamp)

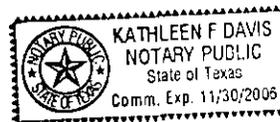


FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 31st day of October in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Jayson Haynes, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathleen F Davis
(notarial seal and stamp)



FOR ISATA, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____ in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

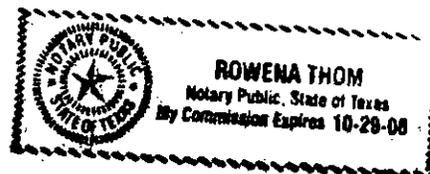
(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 15th day of March in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Enspanio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(notarial seal and stamp)



THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-614
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of June 26, 2007 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), and **NGF GROUP LLC d/b/a European** ("Sublessee"), a limited liability company organized and existing under the laws of the State of New York with an office and place of business at 5800 Arlington Avenue, Apartment 6S, Riverdale, New York 10471 whose representative is Mr. Nick Glendis, President, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and

covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, dated as of June 26, 2007, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; or (e) such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of

the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to

imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. (a) The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements

incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. (a) If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

(b) In the event that upon conducting an examination and audit as described in this paragraph the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "Audit Findings"), the Sublessee shall be obligated, and hereby agrees, to

pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers

and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded

on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and

served as of the date of the registered or certified mailing thereof.

21. Basic Lease Provisions:

(a) Certain Definitions.

(i) "Basic Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port

Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

24. The other parties hereto hereby waive their respective right to trial by jury in any action or summary proceeding that may hereafter be instituted by the Port Authority against any of them in respect of this Consent or Sublessee's use or occupancy of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable under this Consent or to enforce any remedy under law or in equity in any way connected therewith. No other party hereto shall interpose any claims as counterclaims in any action or summary proceeding for non-payment of fees/rent which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

Karen Lustman
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Print Name) Lysa C. Scully
(Title) Asst. Director, CAPS
(Seal)

~~ATTEST:~~ WITNESS:

Jane C. Herbert
Secretary

WESTFIELD CONCESSION MANAGEMENT, LLC

By [Signature]
(Print Name) Arnold L. Mayersohn, Jr.
(Title) Assistant Vice President
(Corporate Seal)

ATTEST:

[Signature]
ARUN KUMAR
Secretary

NGF GROUP LLC d/b/a EUROPAN

By [Signature]
(Print Name) NIKOLAOS P GLENDI
(Title) President Manager and Member
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By [Signature]
(Print Name) A. EINSPANIER
Vice President
(Title) Corporate Real Estate President
(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
<u>[Signature]</u>	<u>[Signature]</u>

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
MAIN TERMINAL BUILDING**

THIS SUBLEASE ("Sublease") is made as of this 20th day of June, 2007, by and between **WESTFIELD CONCESSION MANAGEMENT, LLC**, a Delaware limited liability company, whose address is 11601 Wilshire Boulevard, 11th Floor, Los Angeles, California 90025 ("**Landlord**"), and **NGF GROUP LLC**, a New York limited liability company, whose principal place of business is located at 5800 Arlington Avenue, Apt. 6S, Riverdale, New York, 10471 ("**Tenant**").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on **Exhibit A-2** ("**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. M11 containing approximately 1,301 square feet of Floor Area as shown on **Exhibit A-2**. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

- | | | |
|---|--|----------------------------------|
| <input type="checkbox"/> Specialty Retail | <input checked="" type="checkbox"/> Food & Beverage (<input checked="" type="checkbox"/> Food Court Location) | <input type="checkbox"/> Service |
| <input checked="" type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("**Concession Area Lease**"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("**Authority Lease**"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "**Authority Requirements**"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("**Consent Agreement**") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "**Tenant**" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) Latest Rental Commencement Date: January 1, 2008; Notwithstanding the foregoing, if possession of the Premises is not delivered to Tenant on or before September 1, 2007, then the Latest Rental Commencement Date shall be extended on a day-for-day basis equal to the exact number of days past September 1, 2007, that delivery of possession of the Premises to Tenant was so delayed, and such delay was not caused by Tenant. (b) Expiration Date: December 31, 2014, or the 7th anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent:**

(3) **Section 2.02: Percentage Rent:**

Exemption (2.a.)

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in section 16.03. The initial joint marketing fund assessment of One Thousand Five Hundred Dollars (\$1,500.00) shall be paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the Rental Commencement Date.

(5) **Section 7.01: Permitted Use:** For the operation of a food & beverage concession serving the following food and beverage products: an wide assortment and variety of freshly made salads, sandwiches, desserts and a variety of non-alcoholic beverages, and for no other use or purpose. Tenant's initial menu offering is attached hereto as **Exhibit L** and made a part hereof. From time to time, Tenant may request in writing that new food & beverage product offerings may be prepared and sold from the Premises, subject to the prior written consent of Landlord determined in Landlord's reasonable discretion. With respect to any such new food & beverage product offerings, Tenant shall submit in writing to Landlord the complete proposed pricing structure for the prior written approval by Landlord, such approval to be determined in accordance with the Authority's "Street Pricing" policies.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation

shall be as follows: 6:00 A.M. to 10:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "European".

(8) **Section 26.01: Performance Guaranty-Letter of Credit:** At Landlord's option: (i) twenty-five percent (25%) of the initial annual Guaranteed Rent in immediately available funds, payable to Landlord upon execution of this Sublease and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional, irrevocable standby letter of credit in an amount not less than one hundred percent (100%) of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

With copies to:

Westfield Concession Management, LLC
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, LLC
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant:

NGF Group LLC
5800 Arlington Avenue, Apartment 6S
Riverdale, New York 10471
Attention: Mr. Nick Glendis

With a copy to:

Robert H. Strongin Esq.
Greenwalk & Strongin P.C.
6 Adams Hill Road
Cross River, New York 10518

Tenant's Billing Address:

NGF Group LLC
5800 Arlington Avenue, Apartment 6S
Riverdale, New York 10471
Attention: Mr. Nick Glendis

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "**Westfield Concession Management, LLC, Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey**" and remitted to: Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via U.S. Mail) or Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** Not applicable.

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on **Exhibits A-1, A-2 and A-3** and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such rights shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on **Exhibit A-1**. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("**Term**") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, Five Hundred Dollars (\$500.00) per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of sixty (60) days, the amount of such liquidated damages may be increased up to a maximum of One Thousand Dollars (\$1,000.00) per day. This remedy shall be in addition to any and all other remedies

provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a

calendar month, then Guaranteed Rent shall be prorated on the basis of a thirty (30) day month. Should any Lease Year contain less than twelve (12) calendar months, said Guaranteed Rent shall be prorated on the basis of a three hundred sixty-five (365) day year. Effective each January 1 (commencing January 1, 2009) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between two (2) consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2008 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by one (1) calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2008 calendar year compared to the 2009 calendar year). For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("**Lease Month**"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within fifteen (15) days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is thirty (30). Should any Lease Year be less than twelve (12) full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is three hundred sixty-five (365). Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "un-natural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "**Late Interest**" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises at the conclusion of this Sublease, so long as the Premises are in the condition required by this Sublease, all of

Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts

received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than _____ of Gross Receipts per Lease Month; (10) mandatory discounts of not less than _____ Ex. 2.a. _____ of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport, all American employees and to all Terminal airline employees; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the first (1st) day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the first (1st) day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "**Taxes**" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the

City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than ten (10) days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the first (1st) day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within twenty (20) days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within twenty (20) days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within ten (10) days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now

in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "**Miscellaneous Charges**".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "**Additional Rent**", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within five (5) days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive twelve (12) month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least two (2) occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one (1) or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for one (1) year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of five (5) years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within fifteen (15) days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after fifteen (15) days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such

Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than sixty (60) segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two (2) major credit-cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than fifteen (15) days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within sixty (60) days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon thirty (30) days prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per statement per day until such statement is properly delivered to Landlord for the first (1st) such failure to furnish a statement, Two Hundred Fifty (\$250.00) per statement per day until such statement is delivered to Landlord for the second (2nd) such failure to furnish a statement, and Five Hundred Dollars (\$500.00) per statement per day until such statement is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at

equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within ten (10) days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling twelve (12) month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling twelve (12) month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling twelve (12) month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per report per day until such report is properly delivered to Landlord for the first (1st) such failure to furnish a report, Two Hundred Fifty Dollars (\$250.00) per report per day until such report is delivered to Landlord for the second (2nd) such failure to furnish a report, and Five Hundred Dollars (\$500.00) per report per day until such report is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within fifteen (15) days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for one (1) year thereafter, Landlord, American and the Authority may, each at any time upon ten (10) days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within ten (10) days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of two percent (2%) of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and

terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such ten (10) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than twenty (20) days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments

or approvals to Tenant within fifteen (15) days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within twenty (20) days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than five (5) days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than thirty (30) days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within five (5) days from the dates required, Landlord may terminate this Sublease upon twenty-four (24) hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than thirty (30) days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one (1) day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if

applicable. Within one hundred twenty (120) days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Two Hundred Dollars (\$200.00) per square foot of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed thirty (30) days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of five percent (5%) or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the

foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of one hundred thirty-five percent (135%) of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within ninety (90) days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within one hundred eighty (180) days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of Five Hundred Dollars (\$500.00) for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "**AS IS**" "**shell condition**" (as described in **Exhibit D**) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the

Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed seven (7) years, whether under the original term or any extension thereof, Tenant agrees that by no later than seven (7) years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of One Hundred Fifty Dollars (\$150.00) per square foot for each food and beverage concession and Seventy-Five Dollars (\$75.00) per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as

may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to fifteen percent (15%) of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance, and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than one hundred twenty (120) days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds fifteen percent (15%), and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to ninety (90) days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within thirty (30) days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate

within twenty (20) days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one (1) location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within ten (10) days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever released Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon thirty (30) days notice by means of revocation of the Consent Agreement, or by American upon one hundred eighty (180) days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full

force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within sixty (60) days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of thirty (30) days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting

the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of One Hundred Dollars (\$100.00) per day for the first (1st) violation in any twelve (12) month period and the amount of Two Hundred Fifty Dollars (\$250.00) per day for the second (2nd) and any subsequent violations in any twelve (12) month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "**American Reserved Uses**" and "**Port Authority Reserved Uses**" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) **General.** Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least two (2) nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all

required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for two (2) or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, three hundred sixty-five (365) days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the

Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of sixteen (16) hours per day, each day of the year, with the opening for business each day at least one (1) hour prior to the first scheduled flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least one (1) hour prior to the first flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon two (2) hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount Two Hundred Fifty Dollars (\$250.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the first (1st) violation in any twelve (12) month period, and the amount of Five Hundred Dollars (\$500.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the second (2nd) and any subsequent violations in any twelve (12) month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer

information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within two (2) hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than one (1) time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be

properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "**Street Prices**" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("**Metro Area**"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's

and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address three (3) main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(j) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(k) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within fifteen (15) days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "**Toxic or Hazardous Materials**" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("**EPA**") or the United States Occupational Safety and Health Administration ("**OSHA**") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "**Environmental Laws**"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon, and then only if: (i) all such Toxic or Hazardous

Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, reserving the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within ten (10) days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord under this sub-section (c).

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements,

damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within fifteen (15) feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will

be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the

loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services.

Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed Exemption (2.a.) other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the first (1st) day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within five (5) days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within sixty (60) days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one (1) foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within forty-eight (48) hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational

pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC (as defined in Section 12.01(d)) and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshal official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance

notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen percent (15%) of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than Five Million Dollars (\$5,000,000.00) per occurrence, *broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage;* (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or *drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may* be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) for each accident, One Million Dollars (\$1,000,000.00) for each employee, by disease, One Million Dollars (\$1,000,000.00) policy aggregate by disease; (4) builder's risk

(ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than twelve (12) months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one (1) or more persons in one (1) or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than thirty (30) days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such

policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least thirty (30) days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon five (5) days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within ten (10) days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, of if any of the Tenant's

insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. **Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or**

arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be

consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than five (5) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than fifteen (15) days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within twenty (20) days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or

substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least thirty (30) days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute

discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent,

an amount equal to one-half percent (1/2%) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the fifteenth (15th) day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within thirty (30) days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within sixty (60) days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. In the event the Premises is located within an expansion of or a new area within the Terminal where a grand opening date or grand opening events shall be set by Landlord, then Tenant shall also pay an initial Joint Marketing Fund assessment in the amount set forth in the Data Sheet in addition to Tenant's monthly contributions to the Joint Marketing Fund, such initial assessment to be payable in one lump sum within sixty (60) days prior to the Rental Commencement Date. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not

covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within ninety (90) days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within thirty (30) days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above thirty (30) day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within sixty (60) days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If fifty percent (50%) or more of the Terminal shall be damaged or destroyed by an insured risk, or if twenty-five percent (25%) or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than fifty percent (50%) curtailed for a period of sixty (60) days or more, Landlord shall have the right to terminate this Sublease within ninety (90) days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within one hundred eighty (180) days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than twenty-five percent (25%) of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within twenty-five (25) days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within fifteen (15) days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's

expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If twenty-five percent (25%) or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than thirty percent (30%) of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one (1) or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than five (5) days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a twelve (12) month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such twelve (12) month period to establish a payment default and, thereafter, during such twelve (12) month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of five (5) days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than twenty (20) days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said twenty (20) days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said twenty (20) days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond seventy-five (75) days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within five (5) days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for five (5) days after written notice by Landlord, provided such notice shall not be required if

Landlord has previously given two (2) notices of such a failure during the preceding twelve (12) month period; or

(d) Tenant fails to commence construction of Tenant's Work within twenty (20) days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of forty-eight (48) consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for ten (10) days after written notice from Landlord to Tenant of such failure; or

(i) If applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of twenty (20) days; or

(j) Tenant fails comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) A governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) Except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within thirty (30) days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) Any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its

obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within five (5) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of thirty (30) days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's

right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four percent (4%) per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended (the "Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of

real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a twenty-four (24) hour basis. Finally, Landlord, during the last six (6) months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay

prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding twelve (12) month period (and prorated in the case of (b) on the basis of a three hundred sixty-five (365) day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds five (5) days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent

of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one (1) entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 PERFORMANCE GUARANTY. (a) Tenant shall provide Landlord with the Performance Guaranty in the amount specified in the Data Sheet, which shall be at Landlord's option, in the form of either immediately available funds or the unconditional, irrevocable standby letter of credit ("**Letter of Credit**"), as security for the faithful observance and performance by Tenant of the terms,

covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such Letter of Credit must be in form and content as set forth in **Exhibit H**. No surety bonds shall be permitted. If Landlord permits Tenant to provide a Letter of Credit, the following shall be applicable. Such Letter of Credit must be for a term of not less than one (1) year which term shall be automatically renewed for successive one (1) year periods, unless the Bank gives not less than sixty (60) days prior written notice that it will not so renew the Letter of Credit for such successive term and the last term of the letter of credit shall end not less than sixty (60) days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least ninety (90) days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said Letter of Credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within twenty (20) days thereafter, shall cause a new Letter of Credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the Letter of Credit so transferred and Landlord agrees that, simultaneously with the delivery of such new Letter of Credit, it will return to said Bank the Letter of Credit being replaced. The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum may be held by Landlord as the Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article. If payment of the entire sum of the Letter of Credit or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one (1) or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within five (5) days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to the amount required under this Sublease. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article.

(b) Any Performance Guaranty held by Landlord in the form of immediately available funds (cash) shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals or performance of any other obligations, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of this Article, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum required under this Sublease.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) sixty (60) days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors

or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One (1) or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and

the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within fifteen (15) days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a sixty (60) day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one (1) party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the first (1st) day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum

hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last twelve (12) months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "**Late Interest**") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal

ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any

applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within twenty (20) days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within twenty (20) days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or

other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE.

Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within five (5) days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen percent (15%) of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing**

out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever

unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport, all American employees and to all Terminal airline employees. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

Section 27.30 TENANT'S CERTIFICATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.

[SIGNATURE BLOCKS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

NGF GROUP LLC,
a New York limited liability company

By: Mick P Glendis
Print Name: MICK P GLENDIS
Title: PPFS

ATTEST:

By: Brett J Felner
Print Name: Brett J. Felner
Title: EM Director

European JFK Sublease.doc

LANDLORD:

WESTFIELD CONCESSION
MANAGEMENT, LLC,
a Delaware limited liability company

By: Arnold L Meyersohn Jr.
Print Name: Arnold L Meyersohn, Jr.
Title: Assistant Vice President & Secretary

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 200_ ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities *required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline;* and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.
- (b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee

with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period

(hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) but not less than thirteen (13) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority,

its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably

hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. (a) The Sublessee acknowledges that it has received, and is familiar with the contents of, a copy of the

Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

(b) In accordance with the provisions of the City Lease, the Port Authority and the Sublessee hereby agree as follows:

(1) This Consent is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(2) The Sublessee shall not pay fees or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Consent, the Sublessee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Sublessee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Sublessee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Sublessee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Sublessee to comply with the forgoing provisions shall be an event of default under this Consent, which, after the giving of reasonable notice, shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to the Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline, the Permittee or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	Guaranteed Rent	Percentage Rent			Rent	Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%						
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

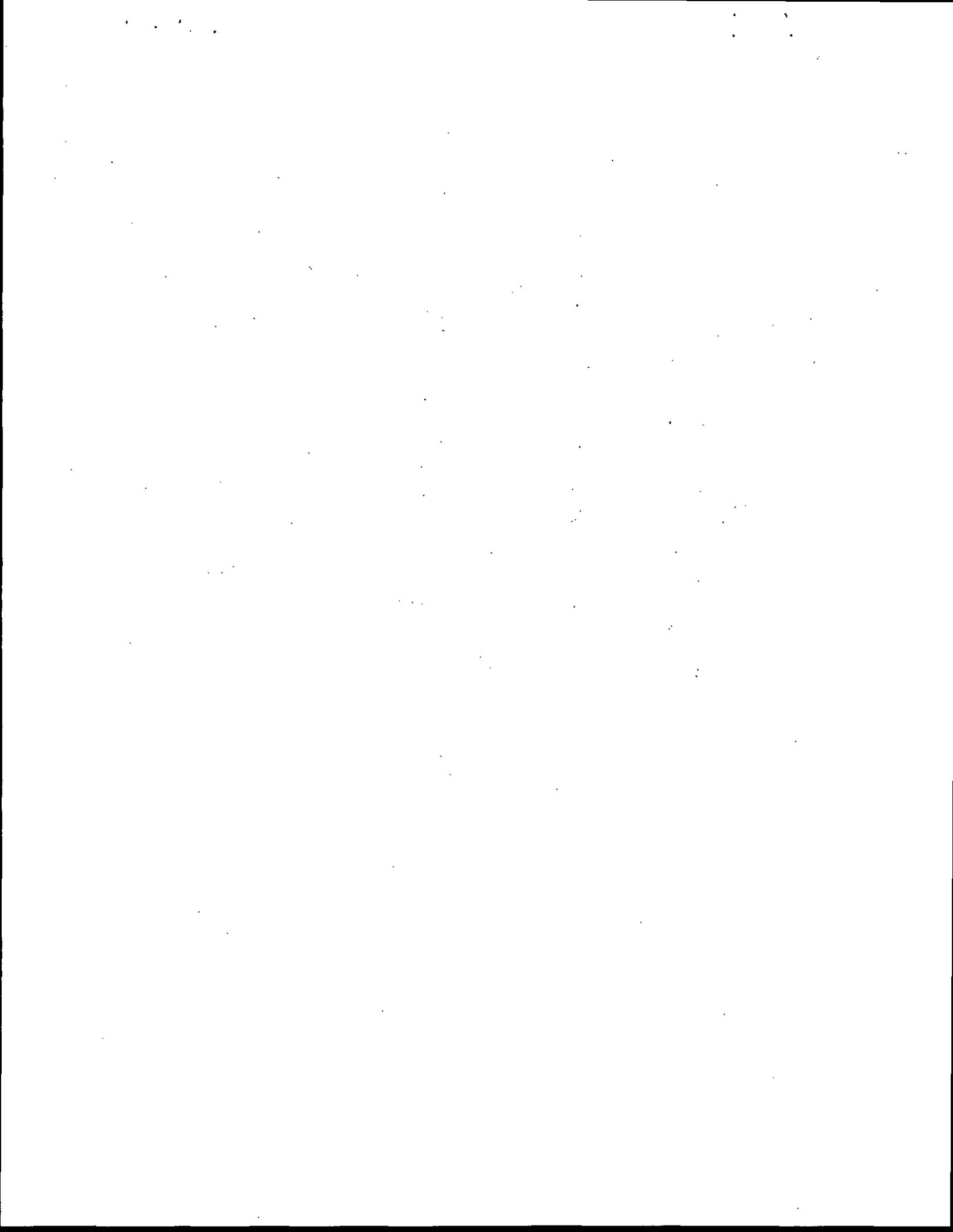


EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

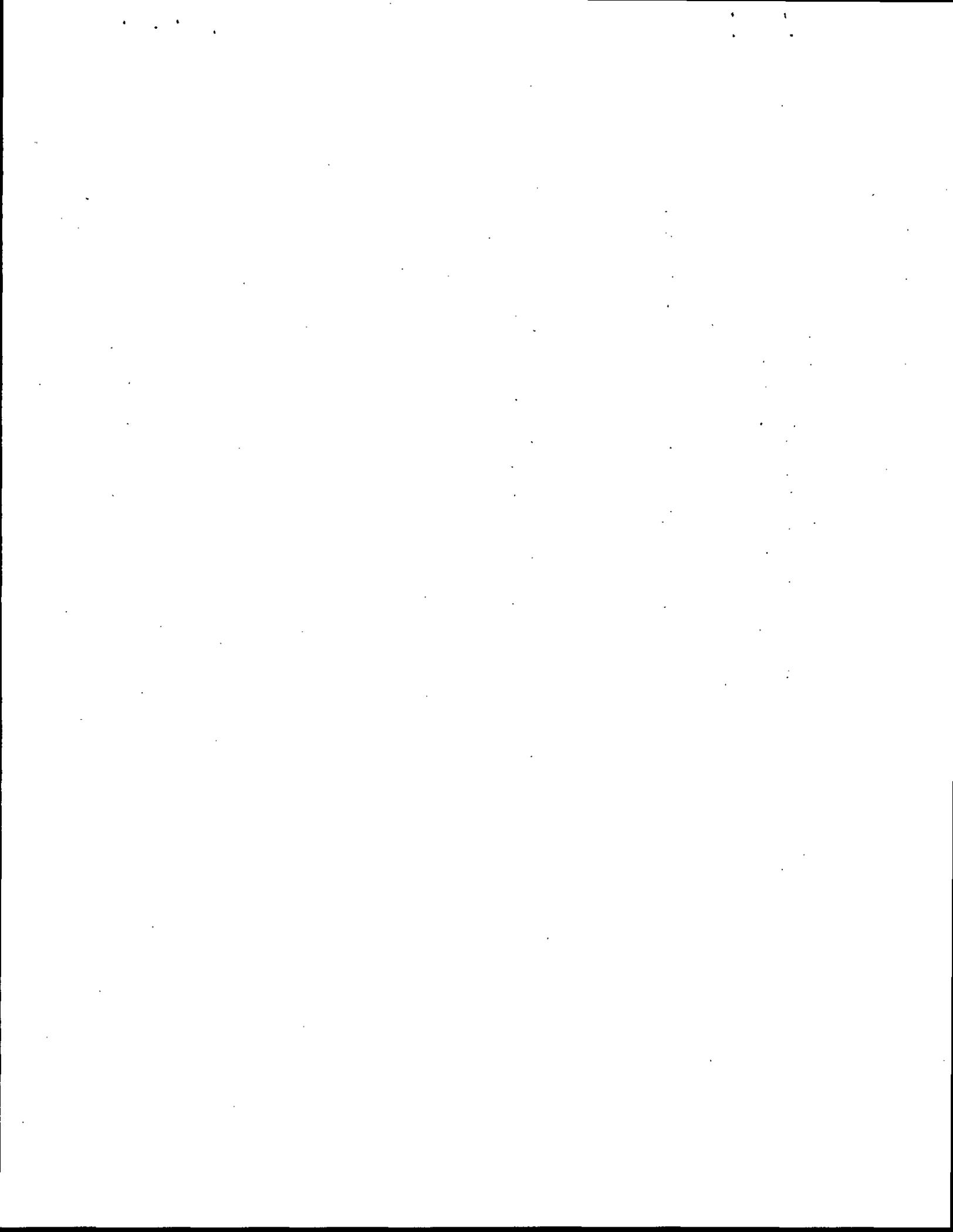
A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements".



B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal

sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.
2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.
3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such

approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than twenty (20) days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within ten (10) days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within twenty (20) days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and

utility companies. Within five (5) days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than ninety (90) days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of Ten Thousand Dollars (\$10,000.00) each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

1. As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

2. The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon seven (7) days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon seven (7) days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of One Hundred Fifty Dollars (\$150.00) per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of One and 50/100 Dollars (\$1.50) per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.

2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the five (5) comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the five (5) comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

WESTFIELD, LLC, a Delaware limited liability company

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

The certificate holder on each of the Certificates of Insurance shall be as follows:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed Thirty Million Dollars (\$30,000,000.00) and it must be (a) at least fifty-one percent (51%) owned and controlled by one (1) or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one (1) or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one (1) or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority

Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as M/WDBE, the Authority, as part of the certification process, will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

The Authority has compiled a list, which may be supplemented and revised from time to time by the Authority, to indicate the firms the Authority determined satisfy the criteria for M/W/DBE certification. Such list shall be made available to the proposers upon request. The Authority makes no representations as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed M/W/DBEs and such firms not so listed, but certified by the Authority as M/W/DBEs hereunder, will count towards M/W/DBE requirements.

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9Pth Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, LLC
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ **A** _____, we _____ **B** _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ **C** _____ in your favor up to an aggregate of \$ _____ **D** _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ **E** _____, _____ **E** _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ **B** _____ Letter of Credit No. _____ **C** _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, LLC, or its designee, that _____ **A** _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, LLC and _____ **A** _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ **F** _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(1)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "Minority" -- as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially

uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six (6) months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six (6) months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six (6) months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one (1) or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one (1) or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is

the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and

continuing. For the purposes hereof, "Women-owned Business Enterprise" ("WBE") shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until fourteen (14) days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such fourteen (14) day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within two (2) days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called

"grey market", "imitation" or "knock-off" products.*

3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*

4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.

5. Window displays shall be changed frequently and no less often than on a quarterly basis.*

6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*

7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

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Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

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All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*

2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.

3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*

4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.

5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*

6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*

7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*

10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*

11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.

12. Tenant shall, within twenty-four (24) hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*

13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

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Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increase in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*

3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*

4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*

5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.

7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*

8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

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All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

D. ADDITIONAL PERFORMANCE STANDARDS FOR FOOD & BEVERAGE CONCESSIONS ONLY:

1. Menu Boards are well maintained and easy to read.

2. Operating Staff and employee uniforms are clean and complete. At least one (1) designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *

3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*

4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*

5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*

6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*

7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*

8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*

9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

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EXHIBIT L

EXHIBIT L

EUROPAN CAFÉ, JFK MENU

Menu Item Description	JFK
Egg Sandwich	2.92
Egg with meat	3.99
Western Omelette Sandwich	3.99
Cheese Omelette Sandwich	3.99
Egg White Sandwich	3.52
Egg White w/ Veggie Sandwich	4.99
Breakfast Panini	3.99
Two Eggs (any style)	4.99
Mushroom Omelette	6.99
Vegetarian Omelette	6.99
Cheese Omelette	6.99
Meat Lovers Omelette	7.99
Western Omelette	6.99
Greek Omelette	7.99
Salmon And Scallion Omelette	8.99
Pancakes or French Toast	3.99
Pancakes With Meat	6.99
Pancakes With 2 eggs	6.36
Pancakes With Fresh Fruit	6.99
French Toast With Meat	6.99
French Toast With 2 Eggs	6.36
French Toast With Fresh Fruit	6.99
Belgian Waffle	5.93
Belgian Waffle With Meat	6.99
Belgian Waffle With Fruit	6.99
Plain Croissant	1.99
Fruit Filled Croissant	2.99
Chocolate Croissant	2.99
Ham And Cheese Croissant	3.99
Cheese Croissant	2.99
Hot Oatmeal	2.99
Jumbo Bagels	0.99
Bagel With Butter or Jelly	1.99
Bagel With Cream Cheese	2.99
Bagel w/ Flavored Cream Cheese	2.99
Jumbo Muffins	2.29
Danish's	2.99
6' Cakes	19.95
7' Cakes	22.95
8' Cakes	27.95
10' Cakes	45.95
Slice Cake	3.99
Large Fruit Tarts	21.95
Individual Tarts	4.93

Bread Pudding	3.99
Flan	4.97
Large Fruit Pie	21.95
Large Pecan Pie	21.95
Cheese Cake Tart	5.58
Cannoli	3.99
Rice Pudding	3.49
Walnut Bar	3.49
Éclair	3.49
Napoleon	3.49
Chocolate Mousse Basket	4.95
Brownie	2.99
Apple Crum Cake	2.99
Mix Fruit Tart	3.99
Baklava	3.99
Chocolate Pretzel	1.99
Chocolate Covered Strawberry	1.99
Hamantaschen	2.49
Pound Cake	2.29
Large Assorted Cookies	2.5
Pound Of Cookies	13.68
Turkey Breast Dijon	7.95
Smoked Turkey Brie	7.95
Grilled Marinated Chicken	7.95
Black Forest Ham And Alpine Swiss	7.95
Peppermill Turkey And Swiss	7.95
Genoa Salami And Provolone	7.95
Spicy Mexican Chicken Breast	7.95
Breaded Chicken w/ Peppers	7.95
Prosciutto and Mozzarella	7.95
Smoked Salmon And Cream Cheese	8.91
Oven Baked Turkey And Cranberry	7.95
Italian Seasoned Roast Beef	7.95
Cajun Roast Beef And Jalapeno	7.95
Grilled Portobello Mushroom	7.91
Mozzarella And Vine Ripe Tomatoes	7.8
Grilled Seasoned Vegetables	7.95
Turkey Club	7.95
B L T	5.95
Grilled Cheese	4.95
Grilled Cheese with Bacon	6.85
N.Y. Reuben	8.7
N.Y. Reuben Combo	9.7
Tuna Melt	6.95
Philly Cheese Steak	7.95
Roasted Beef Melted American	7.95
Italian Combo	7.95
Chicken Parmigiana	8.58

Sliced Smoked Salmon	8.75
Hot Corned Beef	8.75
Pastrami	8.75
Tuna Salad	6.48
Chunky Chicken Salad	6.73
Egg Salad	5.53
Italian Tuna Salad	6.73
Meat / Poultry Soup	4.55
Veggie Soup	3.99
Cream Soup	3.99
Seafood Soup	3.99
Panini's	6.99
Wrap's	6.99
Turkey Burger (Regular, BBQ)	6.99
Veggie Burger	7.04
Garden Salad	6.23
Caesar Salad	6.46
Caesar Salad With Chicken	8.99
Chef Salad	8.99
Greek Salad	8.43
Insalata Neapolitana	7.65
Cobb Salad	7.85
Italian Tuna Salad	7.55
Teriyaki Chicken Salad	7.95
Small Create salad Without Toppings	3.95
Large Create Salad Without Toppings	4.95
American Coffee Small	1.75
American Coffee Large	2.25
Decaf Coffee Small	1.75
Decaf Coffee Large	2.25
Flavored Coffee Small	1.95
Flavored Coffee Large	2.75
Hot Tea Small	1.75
Hot Tea Large	2.25
Herbal Tea Small	1.95
Herbal Tea Large	2.75
Hot Chocolate Small	2.45
Hot Chocolate Large	2.95
Espresso Small	2.75
Espresso Large	3.75
Cappuccino Small	3.75
Cappuccino Large	4.75
Café Latte Small	3.75
Café Latte Large	4.75
Café Au Lait Small	2.75
Café Au Lait Large	3.46
Café Mocha Small	3.75
Café Mocha Large	4.75

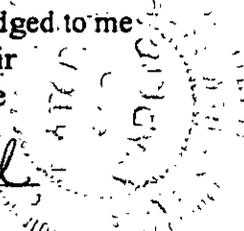
Ice Coffee Small	2.75
Ice Coffee Large	3.75
Flavored Ice Coffee Small	2.95
Flavored Ice Coffee Large	3.95
Ice Mochaccino Small	4.75
Ice Mochaccino Large	5.75
Shakes Small	4.72
Shakes Large	6.22
Fresh Fruit Salad Small	3.75
Fresh Fruit Salad Large	4.75
Fresh OJ Small	2.95
Fresh OJ Large	3.95
Carrot Juice	4.95
Fresh Lemonade Small	2.95
Fresh Lemonade Large	3.95
Chocolate Banana Crepe	8.5
Strawberry Banana Crepe	8.5
Apple Cinnamon Crepe	8.5
Fresh Berry Crepe	8.5
Spinach Florentine Crepe	9.11
Ice Cream Sm. Cup	2.99
Ice Cream Med. Cup	3.99
Ice Cream Lg. Cup	4.99
Bottled Soda	1.99
Can Soda	1.5
Snapple	2.25
Tropicana Juice	2.25
Tropicana Smoothies	5.75
Gatorade	2.75
Vitamin Water	2.95
Milk	2.5
Gourmet Tea Large	3.75
Gourmet Tea Small	2.75
Small Water	1.95
Large Water	2.95

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 11TH day of DECEMBER in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA C. SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)



FOR WESTFIELD CONCESSION MANAGEMENT, LLC

STATE OF Missouri)
) ss.
COUNTY OF St. Louis)

GAIL E. MITCHELL
NOTARY PUBLIC - STATE OF NEW YORK
No. 01M16026210
Qualified in Queens County
My Commission Expires June 14, 2011

On the 28th day of October in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared ARNOLD L. MAYERSOHN, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

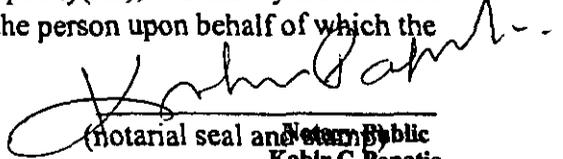
Cynthia A. Abernathy-Rinck
(notarial seal and stamp)

CYNTHIA A ABERNATHY-RINCK
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: July 14, 2013
Commission # 09837937

NGF GROUP LLC d/b/a EUROPAN

STATE OF New Jersey)
) ss.
COUNTY OF Middlesex)

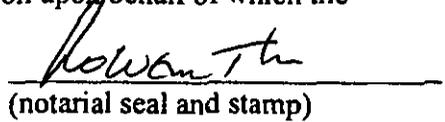
On the 19 day of October in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Nicolas Alendi's, Arun Kumar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

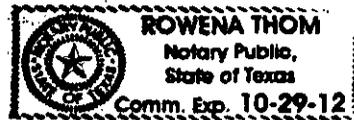

(notarial seal and stamp)
Kabir G Popatia
ID # 2366970

FOR AMERICAN AIRLINES, INC. State of New Jersey
Commission expires on 11/16/2012

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 5th day of November in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Emparic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(notarial seal and stamp)



ROWENA THOM
Notary Public,
State of Texas
Comm. Exp. 10-29-13



THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-615
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of February 7, 2007 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), **THE METROPOLITAN MUSEUM OF ART** ("Sublessee"), a New York not-for-profit corporation, organized and existing under the laws of the State of New York with an office and place of business at 1000 Fifth Avenue New York, New York 10028, whose representative is Ms. Sally Pearson, Vice President, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not

limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments

and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. (a) The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be

deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. (a) If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is

intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

(b) In the event that upon conducting an examination and audit as described in this paragraph the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "Audit Findings"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and

replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the

obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the

Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease,

the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. Basic Lease Provisions:

(a) Certain Definitions.

(i) "Basic Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]

(Title) Assistant Director, CCCAS
(Seal)

~~ATTEST:~~ WITNESS:

Jane C. Herbert
~~Secretary~~

WESTFIELD CONCESSION MANAGEMENT, LLC

By [Signature]

(Title) Assistant Vice President
(Corporate Seal)

ATTEST:

[Signature]
Secretary
SHARON H. COTT
SENIOR VICE PRESIDENT, SECRETARY AND GENERAL COUNSEL

THE METROPOLITAN MUSEUM OF ART

By [Signature]

(Title) President
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By [Signature]
LAURA A. EINSPIANIER
(Name): Vice President
Corporate Real Estate
(Title) President
(Corporate Seal)

APPROVED:
FORM | TERMS
FB | SB - gve

SUBLEASE

BETWEEN

WESTFIELD CONCESSION MANAGEMENT, LLC

LANDLORD

AND

**THE METROPOLITAN MUSEUM OF ART
TENANT**

**THE METROPOLITAN MUSEUM OF ART
TRADE NAME**

SPACE NUMBER M7

MAIN TERMINAL BUILDING

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
MAIN TERMINAL BUILDING**

THIS SUBLEASE ("Sublease") is made as of this 7th day of FEBRUARY, 2007, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company, whose address is 11601 Wilshire Boulevard, 11th Floor, Los Angeles, California 90025 ("Landlord"), and THE METROPOLITAN MUSEUM OF ART, a New York not-for-profit corporation, whose principal place of business is located at 1000 Fifth Avenue, New York, New York 10028 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. M7 containing approximately 1,306 square feet of Floor Area as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. If Landlord elects to remeasure, Landlord shall notify Tenant and Tenant shall have the right to have a representative participate in such remeasurement. The type of concession is:

Specialty Retail

In-Line

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). Landlord acknowledges that Tenant's material compliance with the terms of this Sublease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority shall constitute compliance with applicable provisions of the Concession Area Lease and the Authority Lease, to the extent such documents are applicable to the conduct of Tenant's business and a retail concession operator in the Terminal. In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of Exhibit B hereto ("Consent Agreement") or as such Consent Agreement is otherwise reasonably required by the Authority. For

definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work on behalf of Tenant and/or who are conducting operations in the Premises on behalf of Tenant. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:**

(a) **Latest Rental Commencement Date:** May 9, 2007; provided, however, if new Concourse B has not opened to the public for "Enplaned Passengers" (as defined below) operations on or before May 9, 2007, then the Latest Rental Commencement Date shall be the date on which new Concourse B is first opened for such "Enplaned Passengers" operations. Notwithstanding the foregoing, if possession of the Premises is not delivered to Tenant on or before February 8, 2007, then the Latest Rental Commencement Date shall be extended on a day-for-day basis equal to the exact number of days past February 8, 2007, that delivery of possession of the Premises to Tenant was so delayed, and such delay was not caused by Tenant.

(b) **Expiration Date:** May 31, 2014, or the seventh (7th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent:**

(3) **Section 2.02: Percentage Rent:**

Exemption (2.a.)

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items:

(a) **Section 2.03: Storage Premises Rent:** None;

(b) **Section 2.04: Taxes:** If applicable, Tenant shall pay its proportionate share of Taxes as provided in Section 2.04. As of the date hereof, Landlord is not aware of any such Taxes being currently assessed against the Concession Area (under which Tenant's proportionate share of Taxes, if any, is derived), but any such Taxes could be assessed by applicable governmental authorities at any time during the Term of this Sublease;

(c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time,

subject to adjustment;

(d) Section 8.04: Logistical Support and Public Area Maintenance Fee: Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee;

(e) Section 12.01: Utilities: If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises. Since Tenant is a retail concession which does not offer the sale of food and beverage items, Tenant shall not be required to pay for any utilities to the Premises, other than telephone, data transmission, internet access and cable television, if available; and

(f) Section 16.03: Joint Marketing Fund: Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03. The initial joint marketing fund assessment of Exemption (2.a.) shall be paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the Rental Commencement Date.

(5) Section 7.01: Permitted Use: For the operation of a retail concession providing for the sale at retail of those products sold in The Metropolitan Museum of Art at the museum in New York City and as are found in The Metropolitan Museum of Art catalogues, and for no other use or purpose. Tenant shall also have the right to disseminate information relating to membership in The Metropolitan Museum of Art, sell entertainment event tickets to Museum sponsored events and also to disseminate information relating to exhibitions, lectures, concerts and other educational activities arranged for or provided by The Metropolitan Museum of Art in the United States.

(6) Section 7.02: Hours of Operation: Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 6:00 A.M. to 10:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02. The hours of operation required of Tenant hereunder shall not be materially different than operating hours required of other specialty retail concessions in the Terminal.

(7) Section 16.01: Trade Name: "The Metropolitan Museum of Art" or such other similar Trade Name as is used by Tenant for substantially all its museum of art gift stores operating in the United States, with particular emphasis on the stores operated by Tenant in the states of New York and New Jersey.

(8) Section 26.01: Performance Guaranty-Letter of Credit: At Tenant's option: (i) twenty-five percent (25%) of the initial annual Guaranteed Rent in immediately available funds, payable to Landlord upon execution of this Sublease and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional, irrevocable standby letter of credit in an amount not less than fifty percent (50%) of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit shall be in form and content reasonably acceptable to Landlord for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) Section 27.05: Notice Addresses:

Landlord:

Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

With copies to:

Westfield Concession Management, LLC
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, LLC
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant:

The Metropolitan Museum of Art
1000 Fifth Avenue
New York, New York 10028
Attention: Ms. Sally Pearson, VP

With a copy to:

The Metropolitan Museum of Art
1000 Fifth Avenue
New York, New York 10028
Attention: Vice President, Secretary
& General Counsel

Tenant's Billing Address:

The Metropolitan Museum of Art
6 East 82nd Street, Fourth Floor
New York, New York 10028
Attention: Mr. Ken Weinstein,
Controller-Merchandising Activities

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to **“Westfield Concession Management, LLC, Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey”** and remitted to: Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via U.S. Mail) or Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises (“M/W/DBE”) Requirements: None.

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ARTICLE I. GRANT AND TERM

Section 1.01 **CONDITIONS OF GRANT OF PREMISES.** American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on **Exhibits A-1, A-2 and A-3** and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such rights shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal and shall be placed above Tenant's finished ceiling or below Tenant's floor to the extent practicable. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord (such approval not to be unreasonably withheld or delayed) and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on **Exhibit A-1**. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 **COMMENCEMENT AND ENDING DATE OF TERM.** The term of this Sublease ("**Term**") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals and obligation to open and operate. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

Section 1.03 **LATE OPENING.** Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore subject to Force Majeure, if Tenant fails to initially open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, Two Hundred Fifty Dollars (\$250.00) per day for each day Tenant is not open for business after and including the Latest Rental

Commencement Date. If such failure shall continue for in excess of sixty (60) days, the amount of such liquidated damages may be increased up to a maximum of Five Hundred Dollars (\$500.00) per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to initially open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any

deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a thirty (30) day month. Should any Lease Year contain less than twelve (12) calendar months, said Guaranteed Rent shall be prorated on the basis of a three hundred sixty-five (365) day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between two (2) consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by one (1) calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within fifteen (15) days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is thirty (30). Should any Lease Year be less than twelve (12) full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is three hundred sixty-five (365). Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "un-natural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises at

the conclusion of this Sublease, so long as the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord, with 5 days prior notice and failure to cure the same, shall have the right to treat any of such events as a material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received at or filled from the Premises; deposits not refunded to purchasers; orders taken at the Premises through Tenant's "Point-Of-Sale Terminal" as defined in this Sublease (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales arising directly out of preliminary contacts made at the Premises will be included in the calculation of Gross Receipts. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery, alteration workroom and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or

manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) sales at discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, but limited only to the discounted portion of the sale and limited in amount to not more than Exemption (2.a.) of Gross Receipts per Lease Month as well as customary discounts given by Tenant on sales of merchandise or services to members of The Metropolitan Museum of Art, if separately stated, but limited only to the discounted portion of the sale; (10) mandatory discounts of not less than Exemption (2.a.) of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport, all American employees and to all Terminal airline employees; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; (13) charitable donations to The Metropolitan Museum of Art, if separately stated as a charitable donation, and reflected as such on the appropriate Records of Tenant and which must be separately maintained as part of Tenant's Records for examination and audit purposes under this Sublease; (14) sale of memberships to The Metropolitan Museum of Art, if separately stated as the sale of a membership, and reflected as such on the appropriate Records of Tenant and which must be separately maintained as part of Tenant's Records for examination and audit purposes under this Sublease; and/or (15) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. Intentionally omitted.

Section 2.04 TAXES. (a) If applicable, from and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. As of the date hereof, Landlord is not aware of any such Taxes being currently assessed against the Concession Area (under which Tenant's proportionate share of Taxes, if any, is derived), but any such Taxes could be assessed by applicable governmental authorities at any time during the Term of this Sublease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of

goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than ten (10) days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the first (1st) day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within twenty (20) days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within twenty (20) days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within ten (10) days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses)

based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a reasonable charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("**FAA**"), the Transportation Security Administration's ("**TSA**"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future,

American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within ten (10) days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than three (3) times during any consecutive twelve (12) month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least three (3) occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one (1) or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for one (1) year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of three (3) years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within fifteen (15) days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after fifteen (15) days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such

Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than sixty (60) segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two (2) major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than fifteen (15) days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within sixty (60) days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by the chief executive officer or chief financial officer of Tenant, showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. If required by either American or the Authority, Tenant shall have the Annual Statement certified by an independent certified public accountant and such certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon thirty (30) days prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03 following five (5) days notice and failure to provide the same, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of Fifty Dollars (\$50.00) per statement per day until such statement is properly delivered to Landlord for the first (1st) such failure to furnish a statement during any Lease Year, One Hundred Dollars (\$100.00) per statement per day until such statement is delivered to Landlord for the second (2nd) such failure to furnish a statement during any Lease Year, and Two Hundred Fifty Dollars (\$250.00) per statement per day until such

statement is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a statement during any Lease Year when due hereunder. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within fifteen (15) days after the close of each calendar quarter during the Term, the following report (“**Business Statistics Report**”) containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling twelve (12) month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling twelve (12) month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling twelve (12) month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, following five (5) days notice and failure to provide the same, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of Fifty Dollars (\$50.00) per report per day until such report is properly delivered to Landlord for the first (1st) such failure to furnish a report, One Hundred Dollars (\$100.00) per report per day until such report is delivered to Landlord for the second (2nd) such failure to furnish a report, and Two Hundred Fifty Dollars (\$250.00) per report per day until such report is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records but not more often than once each Lease Year for each of such entities. Tenant shall make available to the requesting party within fifteen (15) days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant’s office.

Section 4.02 AUDIT. During the Term hereof and for one (1) year thereafter, Landlord, American and the Authority may, each at any time upon fifteen (15) days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within fifteen (15) days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of three percent (3%) of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant’s receipt of an invoice therefor, plus Late Interest. If upon examination or audit the auditor or accountant reasonably determines that sufficient

documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such ten (10) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be reasonably satisfactory to Landlord and satisfactory to American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than thirty (30) days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings conformed to the approvals or comments received within twenty (20) days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for

business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than five (5) days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("**TAA Process**"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than thirty (30) days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within 5 business days after the date of Landlord's written notice of Tenant's failure to (a) comply with the time frames and in the form required herein, or (b) perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within 5 business days after the date of Landlord's written notice of Tenant's failure, Landlord may terminate this Sublease upon twenty-four (24) hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same. Except as set forth in this Sublease, including **Exhibit D**, or as otherwise agreed by the parties, there shall be no construction chargebacks to Tenant or Tenant's contractor for work performed or services rendered by Landlord (or its agents, contractors, employees or architects) in connection with the initial construction of the Premises.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than thirty (30) days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one (1) day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are

concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within one hundred twenty (120) days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Two Hundred Dollars (\$200.00) per square foot of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed thirty (30) days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) to the extent required by law or as required by the Authority, a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of five percent (5%) or more, Tenant shall pay, as Additional Rent, the

cost of the audit. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments and Tenant fails to provide the same within 20 days after Landlord's written notice of such failure, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of one hundred thirty-five percent (135%) of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within ninety (90) days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within two hundred seventy (270) days after the completion of the Fixed Improvements or Refurbishments and if Tenant fails to provide the same within 20 days after Landlord's written notice of such failure, then Tenant shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the

property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) in the case of Fixed Improvements, performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the date which is thirty (30) days after Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of Five Hundred Dollars (\$500.00) for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 **CONDITION OF PREMISES.** Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery

of possession of the Premises in its then existing "AS IS" "shell condition" (as described in Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein. Notwithstanding anything to the contrary contained in this Section 5.02, Landlord agrees to use reasonable efforts to cause American to make necessary repairs of any defects in American's Base Building Work for the Premises to the extent American deems reasonably necessary for the operation of Tenant's business in the Premises following receipt of written notice from Tenant, so long as such notice is received within 10 days of delivery of possession of the Premises to Tenant.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, such consent not to be unreasonably withheld and the prior written consent of American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting or otherwise unreasonably and adversely affecting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is

otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to five percent (5%) of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the actual out of pocket cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

(d) If as a result of the foregoing, Tenant is prevented from conducting its business or access to the Premises is materially impaired to the extent that Tenant is forced to close for business to the public for four (4) or more complete and consecutive days due to any such construction or modifications, then only the portion of Tenant's Guaranteed Rent representing "American's Allocated Share" (as such term is defined in the Concession Area Lease) shall be abated for the period commencing on the date in which Tenant is forced to close its business within the Premises and shall continue until the date in which Tenant is able to resume its business in the Premises, provided Tenant shall immediately reopen on the date following the cessation of the construction or modifications.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than one hundred twenty (120) days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds fifteen percent (15%), and Tenant demonstrates that such contraction is having an adverse impact on its Gross Receipts, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to ninety (90) days

regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within thirty (30) days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within twenty (20) days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one (1) location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space and elects to terminate this Sublease as permitted under Section 6.02(b) or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within ten (10) days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein and such failure shall continue for 20 days following written notice to Tenant of such failure to so provide, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever released Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon thirty (30) days notice by means of revocation of the Consent Agreement, or by American upon one hundred eighty (180) days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise

for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within sixty (60) days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant shall be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of thirty (30) days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of

Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided, then Tenant shall pay as liquidated damages and not as a penalty the amount of Fifty Dollars (\$50.00) per day for the first (1st) violation in any twelve (12) month period and the amount of One Hundred Dollars (\$100.00) per day for the second (2nd) and any subsequent violations in any twelve (12) month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "**American Reserved Uses**" and "**Port Authority Reserved Uses**" as such terms are defined in the Concession Area Lease. Landlord has informed Tenant that to Landlord's knowledge, Tenant's proposed Permitted Use does not violate the foregoing and Tenant acknowledges that it has been provided with and reviewed the definitions of such terms in the Concession Area Lease and concurs with such information.

Section 7.02 OPERATION OF BUSINESS. (a) **General.** Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using commercially reasonable efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer

satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least two (2) nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift boxes (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets (except entertainment event tickets related to Museum sponsored events), lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for two (2) or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of

operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, three hundred sixty-five (365) days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the reasonable opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of sixteen (16) hours per day, each day of the year, with the opening for business each day at least one (1) hour prior to the first scheduled flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least one (1) hour prior to the first flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 6:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 6:00 a.m. to 10:00 p.m., each day of the year. The hours of operation required of Tenant hereunder shall not be materially different than operating hours required of other specialty retail concessions in the Terminal. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord; provided, further, that Tenant shall not be required to be open for business in excess of 18 hours per day except in the event of an emergency as provided below. In addition, in an emergency, as reasonably determined by Landlord or as determined by American, Tenant shall use its best efforts to open or keep open the Premises upon two (2) hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord, subject to the limitation on the maximum number of hours per day as provided above. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount One Hundred Dollars (\$100.00) per hour for each hour Tenant fails to operate its business during any required operating hours. Notwithstanding the foregoing, the first time in any twelve (12) month period in which Tenant does not open during the hours required herein, such liquidated damages shall not be assessed for the first four (4) hours during such first violation in which Tenant fails to operate and the liquidated damages shall be assessed commencing on the fifth (5th) hour. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service

to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may reasonably require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may reasonably require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within two (2) hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer in accordance with Tenant's standard practice. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within two (2) days of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than one (1) time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies

reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities but shall not be responsible for compliance with Legal Requirements relating to structural portions of the Premises unless compliance is required as a direct result of Tenant's particular use or manner of use or occupancy of the Premises. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance reasonably satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "**Street Prices**" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City – Northern New Jersey Metropolitan Area ("**Metro Area**"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of Tenant's fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent

Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all of its fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests, if conducted by Tenant. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address three (3) main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(j) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease. Notwithstanding the foregoing, the first time in any twelve (12) month period in which Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Landlord shall provide Tenant with notice thereof and shall waive the liquidated damages for a period of four (4) hours for any violations in which liquidated damages are assessed on an hourly basis for the first violation of any such provisions in any such twelve (12) month period and shall waive the liquidated damages for a period of one (1) day for any violations in which liquidated damages are assessed on a daily basis for the first violation of any such provisions in any such twelve (12) month period.

(k) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in

writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within fifteen (15) days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term “**Toxic or Hazardous Materials**” means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency (“**EPA**”) or the United States Occupational Safety and Health Administration (“**OSHA**”) or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, “**Environmental Laws**”). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is caused by Tenant and is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is caused by Tenant and is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, reserving the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party’s costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant’s leasehold interest, the Premises, the Terminal or the Airport relating to Tenant’s violation of any Environmental Laws, then Tenant shall, within ten (10) days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien,

either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord under this sub-section (c).

(d) Except with respect to Landlord's, American's or the Authority's violation of Environmental Laws (and, in such case, such exception only applies to the party that is in violation) or the negligence or willful misconduct of such parties resulting in any such violation, Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises which are introduced to the Premises by Tenant; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline,

tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as reasonably designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("**RMUs**"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within twenty (20) feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole but reasonable determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and

cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is *in addition to the requirements of Section 27.24.*

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material

removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed fifteen percent (15%) other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Notwithstanding the foregoing, the following shall be excluded from Operating Costs and Expenses: (i) interest on any mortgages of Landlord and rental under any ground or underlying lease; (ii) any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord; (iii) repairs and maintenance performed in any of the Terminal's concession facilities and not in the common public areas of the Terminal or the Airport; and (iv) any portion of the Operating Costs and Expenses related to food and beverage concession operations and public food court seating areas.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the first (1st) day of each calendar month, in advance, in an amount reasonably estimated by Landlord from time to time. All sums not received within five (5) days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant

under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within sixty (60) days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may reasonably estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due to the negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24)

hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within forty-eight (48) hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements,

Operating Equipment, HVAC (as defined in Section 12.01(d)) and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work. Notwithstanding anything to the contrary contained herein, Tenant shall not be responsible or liable for any structural maintenance, repair and/or replacement of American's Base Building Work in the Premises unless such maintenance, repair and/or replacement is caused by the negligence or willful misconduct of Tenant.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshall official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's reasonable discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably determined by Tenant to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data

transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in its sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's reasonable discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by American or the Authority. Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than three (3) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, then Tenant's Guaranteed Rent representing "**American's Allocated Share**" (as such term is defined in the Concession Area Lease) that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such Lease Year.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant

shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to five percent (5%) of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than Five Million Dollars (\$5,000,000.00) per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) for each accident, One Million Dollars (\$1,000,000.00) for each employee, by disease, One Million Dollars (\$1,000,000.00) policy aggregate by disease (however, it is agreed that Tenant can self-insure its Workers Compensation and Employers Liability insurance as permitted by laws of the State of New York); (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; provided, Tenant shall not be required to carry separate builder's risk insurance if Tenant's all risk property insurance coverage is sufficient to meet the requirement of this Section; (5) the insurance required under the Authority's TAA Process; and (6) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal. The limits of coverage for commercial general liability and business automobile liability insurance under this Section

can be met using a combination of primary commercial general liability and business automobile liability and excess liability insurance. Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary provided, however, the same shall be applied to all other similarly-situated concessions in the Terminal. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not more than one (1) day after the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each commercial general liability policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against American and the Authority and their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without endeavoring to give Landlord, American and the Authority at least thirty (30) days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Coverage for the persons or organizations named as additional insureds on the Tenant's liability policies will only apply with respect to liability caused, in whole or in part, by the Tenant's act or omissions. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests

and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon five (5) days prior written notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within twenty (20) days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnatee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnatee other than the Authority. As a condition to the foregoing

indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder with respect to Landlord or such Indemnitee but only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. **Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease.** With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the gross negligence or willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable. Section 11.04 shall not apply to claims covered by Tenant's Excess Workers Compensation insurance policy.

Section 11.05 MUTUAL WAIVER OF SUBROGATION. Landlord and Tenant hereby waive any rights

each may have against the other in connection with any damage occasioned to Landlord or Tenant, as the case may be, their respective property or the Terminal or its contents, arising from covered causes of loss for which ALL RISK property insurance is carried or required to be carried pursuant to the Concession Area Lease or this Sublease. Each party, with the intent of binding its respective insurance companies insuring its respective property against any such loss, and hereby waives, on its own behalf and on behalf of its respective insurance companies, any right of subrogation that it may have against the other party. In the event American or the Authority assumes Landlord's interest in this Sublease, American or the Authority shall not be deemed to have given any such waiver of subrogation in favor of Tenant.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive

eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than three (3) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefore, Landlord's approval not to be unreasonably withheld. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than fifteen (15) days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within twenty (20) days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that

this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, without Landlord's consent, to: (i) a subsidiary of Tenant or its parent corporation or to an entity that is an Affiliate of Tenant or its parent corporation in which case Tenant shall be released from liability hereunder from and after the effective date of any such transfer; (ii) any entity with which Tenant shall merge, reorganize or consolidate; or (iii) any entity acquiring all or substantially all of Tenant's retail operations (excluding Tenant's retail operations located at The Metropolitan Museum of Art in New York, New York and The Cloisters at Fort Tyron Park). In the case of any and each such transfer or assignment under clauses (ii) and (iii) above, such transfer or assignment shall not be effective and shall be null and void unless: (1) such transferee shall have a net worth equal to or greater than \$10,000,000.00 as of the effective date of any proposed transfer; (2) such transferee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (3) the business conducted in the Premises by such transferee shall be conducted under the same Permitted Use and under the same Trade Name permitted to be used by Tenant hereunder; (4) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (5) the use of the Premises by such transferee shall not violate any agreements affecting the Premises, the Terminal, the Airport, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (6) except as may otherwise be prohibited under federal securities laws, notice of any proposed Transfer shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed Transfer and the agreement of such transferee to assume and be bound by all of the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (7) Tenant and its guarantor, if any, shall continue to

remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof. Any and all such transfers or assignments shall also be subject to the consent of the Authority as determined in the Authority's sole and absolute discretion and notwithstanding anything set forth in this Section 14.01(b) to the contrary, the provisions of this Section (including all references to a release of Tenant) shall be subject nonetheless to the provisions of Section 14.01(e) which shall govern and control.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises,

Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the names specifically permitted in the Data Sheet ("Trade Name") and shall not change the Trade Name without the prior written approval of Landlord, approval shall not be unreasonably withheld, conditioned or delayed or the character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall, as its sole obligation, contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the fifteenth (15th) day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each Lease Year. Within sixty (60) days after the end of each Lease Year, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within sixty (60) days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and

establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. In the event the Premises is located within an expansion of or a new area within the Terminal where a grand opening date or grand opening events shall be set by Landlord, then Tenant shall also pay an initial Joint Marketing Fund assessment in the amount set forth in the Data Sheet in addition to Tenant's monthly contributions to the Joint Marketing Fund, such initial assessment to be payable in one lump sum within sixty (60) days prior to the Rental Commencement Date. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority. Landlord shall obtain Tenant's prior approval should Landlord desire to use Tenant's Trade Name in connection with any advertising, marketing and promotional materials outside of the Terminal, unless the use of such Trade Name is in normal type face; provided, however, Landlord shall be entitled to use Tenant's Trade Name in connection with storefront barricade graphics, and on all directories, pamphlets and brochures located and/or utilized within the Terminal, the purpose of which is the general advertising and promotion of the Terminal's concession program. If Tenant has reasonable objections to use of the Trade Name, Landlord shall take such reasonable efforts to remove the objectionable use of said Trade Name.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within ninety (90) days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or negligence of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within thirty (30) days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in

full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above thirty (30) day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant. Tenant shall not be responsible for any structural maintenance, repair and/or replacement of American's Base Building Work in the Premises, unless the need for such maintenance, repair and/or replacement is caused solely and directly by the negligence or willful misconduct of Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within sixty (60) days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If fifty percent (50%) or more of the Terminal shall be damaged or destroyed by an insured risk, or if twenty-five percent (25%) or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than fifty percent (50%) curtailed for a period of sixty (60) days or more, Landlord shall have the right to terminate this Sublease within ninety (90) days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within one hundred eighty (180) days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than twenty-five percent (25%) of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within twenty-five (25) days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within fifteen (15) days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If twenty-five percent (25%) or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory

agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than thirty percent (30%) of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If twenty-five percent (25%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, provided Tenant reasonably determines that it can continue to conduct its business in the remainder of the Premises, then this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to

which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one (1) or more of the following events (referred to herein, singly, as an “**Event of Default**” and collectively as “**Events of Default**”) shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant’s failure so to perform) for more than seven (7) days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice twice during a twelve (12) month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such twelve (12) month period to establish a payment default and, thereafter, during such twelve (12) month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of five (5) days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than twenty (20) days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said twenty (20) days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said twenty (20) days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event other than an event of Force Majeure shall such cure period extend beyond seventy-five (75) days or such longer period of time as is approved by Landlord in writing, and if Tenant’s cure period is so extended, Tenant must, within five (5) days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for five (5) days after written notice by Landlord; or

(d) Tenant fails to commence construction of Tenant’s Work within twenty (20) days of the Authority’s approval of the TAA for such Tenant’s Work and such failure is not occasioned by reason of Force Majeure or otherwise jeopardizes the opening of the Premises concurrently with the opening of Concourse B for Enplaned Passenger operations; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business within thirty (30) days following the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of forty-eight (48) consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for ten (10) days after written notice from Landlord to Tenant of such failure; or

(i) If applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of twenty (20) days; or

(j) Tenant fails to comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example) or fails to cure such failure within any applicable notice and cure periods otherwise provided in this Sublease; or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) A governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) Except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) Any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing beyond any applicable notice and cure periods provided in this Sublease, Landlord may at any time, at Landlord's option, give to Tenant ten (10) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York

law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said ten (10) days with the same effect as if the date of expiration of said ten (10) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding to the extent legally permissible, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to seek to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within five (5) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of thirty (30) days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("**Deficiency**") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term

hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four percent (4%) per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and with notice as may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended (the "Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for

Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a twenty-four (24) hour basis. Finally, Landlord, during the last six (6) months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives. Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than four (4) days during any Lease Year by any disruption caused by such activities, then only the portion of Tenant's Guaranteed Rent representing "American's Allocated Share" (as such term is defined in the Concession Area Lease) that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such calendar year.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges

and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises to the extent assessed by the taxing authority, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "**Tenant's Taxes**"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to one hundred fifty percent (150%) of the highest monthly Guaranteed Rent paid in the preceding twelve (12) month period (and prorated in the case of (b) on the basis of a three hundred sixty-five (365) day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds five (5) days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly

provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one (1) entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 PERFORMANCE GUARANTY. (a) Tenant shall provide Landlord with the Performance Guaranty in the amount specified in the Data Sheet, which shall be at Tenant's option, in the form of either immediately available funds or the unconditional, irrevocable standby letter of credit ("**Letter of Credit**"), as security for the faithful observance and performance by Tenant of the terms,

covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such Letter of Credit must be in form and content reasonably acceptable to Landlord. No surety bonds shall be permitted. If Landlord permits Tenant to provide a Letter of Credit, the following shall be applicable. Such Letter of Credit must be for a term of not less than one (1) year which term shall be automatically renewed for successive one (1) year periods, unless the Bank gives not less than sixty (60) days prior written notice that it will not so renew the Letter of Credit for such successive term and the last term of the letter of credit shall end not less than sixty (60) days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least ninety (90) days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said Letter of Credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within twenty (20) days thereafter, shall cause a new Letter of Credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the Letter of Credit so transferred and Landlord agrees that, simultaneously with the delivery of such new Letter of Credit, it will return to said Bank the Letter of Credit being replaced. The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum may be held by Landlord as the Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one (1) or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within five (5) days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to the amount required under this Sublease. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article.

(b) Any Performance Guaranty held by Landlord in the form of immediately available funds (cash) shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by

Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals or performance of any other obligations, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of this Article, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord or by an amendment to the Letter of Credit, the sum necessary to restore the Performance Guaranty to the sum required under this Sublease.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) sixty (60) days following the Expiration Date and (b) the observance and performance by Tenant of all of the material terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed during the Term hereof.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One (1) or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of either party hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which either party has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the explained passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance

of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within fifteen (15) days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a sixty (60) day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one (1) party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the first (1st) day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Intentionally omitted.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, except for a compulsory counterclaim, Tenant shall not file and

hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "**Late Interest**") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to

Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord or Tenant, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in each parties performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by either party hereunder, or to breaches or defaults of this Sublease by either party, omit to state that such acts shall be performed at a party's sole cost and expense, or omit to state that such breaches or defaults by a party are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by a party pursuant hereto shall be performed or fulfilled at that party's sole cost and expense, and all breaches or defaults by either party hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any

concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law or by the parties to their respective attorneys, accountants and other professionals on a need-to-know basis. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, or assignments, of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within twenty (20) days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within twenty (20) days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within five (5) days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to

the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department

of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Intentionally omitted.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport, all American employees and to all Terminal airline employees. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

Section 27.30 TENANT'S CERTIFICATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.

Section 27.31 TENANT'S NOT-FOR-PROFIT STATUS, EARLY TERMINATION OF SUBLEASE. Notwithstanding anything to the contrary contained in this Sublease, provided Tenant is the original tenant hereunder, in the event that at any time during the Term of this Sublease, federal laws or regulations shall be enacted, modified, interpreted or altered which eliminate the income tax benefits of Tenant's not-for-profit status with respect to Tenant's retail operation, Tenant shall have the right, at its option, to terminate this Sublease following the effective date of such change in law, on not less than one hundred eighty (180) days prior written notice to Landlord ("Tenant's Termination Notice"). In the event Tenant elects to terminate this Sublease as provided in this Section 27.31, then this Sublease shall terminate upon the expiration of one hundred eighty (180) days after the date of Tenant's Termination Notice and Landlord, the Authority, American and Tenant shall thereafter be released from all obligations hereunder, except for any of Tenant's obligations which shall have accrued or which shall be arising out of events occurring prior to the effective date of the termination of this Sublease or which are expressly stated to survive termination of this Sublease. Under no circumstances shall Landlord or any other third party including American and the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs or any other sums if Tenant elects to terminate this Sublease pursuant to this Section 27.31.

Section 27.32 SUBSTANTIAL DROP IN ENPLANED PASSENGERS IN THE TERMINAL; ADJUSTMENT TO TENANT'S GUARANTEED RENT. (a) If the number of Enplaned Passengers in the Terminal is less than 187,500 per month for three (3) consecutive Lease Months in any given Lease Year and Tenant's average monthly Gross Receipts (as reported by Tenant each month on the Monthly Statements and verified by Landlord) shall be less than Sixty-Five Thousand Dollars (\$65,000.00) per Lease Month in such three (3) consecutive monthly period, then the amount of Tenant's Guaranteed Rent shall thereafter be adjusted as set forth below. Commencing on the first (1st) Lease Month following any such three (3) consecutive monthly period during which Enplaned Passengers in the Terminal is less than 187,500 per month, then the portion of Tenant's Guaranteed Rent representing "American's Allocated Share" (as such term is defined in the Concession Area Lease) shall be adjusted to an amount equal to the monthly average of Tenant's Gross Receipts during such three (3) consecutive month period multiplied by five and one-half percent (5.50%) percent ("American's Adjusted Guaranteed Rent"). During such period, Tenant shall continue to pay Percentage Rent, if any, at the same percentage rent rate as specified in the Data Sheet and all items of Additional Rent as originally set forth in this Sublease. Should Tenant's Guaranteed Rent be adjusted, Tenant shall continue to pay the American's Adjusted Guaranteed Rent for each subsequent Lease Month; provided, however, from and after the first (1st) Lease Month in which

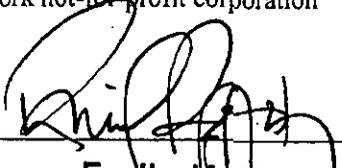
Tenant is paying the American's Adjusted Guaranteed Rent, should either: (i) Tenant's average monthly Gross Receipts (as reported by Tenant each month on the Monthly Statements and verified by Landlord) equal to or exceed Sixty-Five Thousand Dollars (\$65,000.00) per Lease Month for any three (3) consecutive Lease Months; or (ii) should the average number of Enplaned Passengers in the Terminal go back to being more than 187,500 for any three (3) consecutive Lease Months, then on the first (1st) Lease Month following the earlier of any such three (3) consecutive Lease Month period described in clause (i) and (ii) above, Tenant shall immediately recommence payment of the Guaranteed Rent as originally set forth in the Data Sheet, as adjusted by the Percentage Change In Enplaned Passengers. There is no limit on the number of times or on the duration in which the Guaranteed Rent adjustment provisions in this Section 27.32 shall be applicable, regardless of the number of times the Guaranteed Rent is recommenced following any such Guaranteed Rent adjustment. Landlord shall provide to Tenant at Tenant's Billing Address (to the attention of General Manager of Finance Operations and Systems) with the monthly Enplaned Passengers figures for the Terminal within 15 days following Landlord's receipt thereof from American. Under no circumstances shall the portion of Tenant's Guaranteed Rent representing the "**Authority's Allocated Share**" (as such term is defined in the Concession Area Lease) be adjusted for any reason pursuant to this Section 27.32 and Tenant shall continue to pay in full, the "**Authority's Allocated Share**" during any such period.

(b) Notwithstanding the foregoing, should this condition continue wherein Tenant is paying the Adjusted Guaranteed Rent for the reasons specifically set forth in this Section 27.32 for a period of two (2) years from the date such Adjusted Guaranteed Rent initially went into effect, then both Landlord and Tenant shall have the option, determined in their respective discretion, to terminate this Sublease on not less than one hundred eighty (180) days prior written notice to the other party ("**Termination Notice**"). In the event either party elects to terminate this Sublease as provided in this Section 27.32, then this Sublease shall terminate upon the expiration of one hundred eighty (180) days after the date of the Termination Notice ("**Effective Termination Date**") and Landlord, the Authority, American and Tenant shall thereafter be released from all obligations hereunder, except for any of Tenant's obligations which shall have accrued or which shall be arising out of events occurring prior to the Effective Termination Date or which are expressly stated to survive the expiration or earlier termination of this Sublease. Under no circumstances shall Landlord or any other third party including American and the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs or any other sums if either party so elects to terminate this Sublease pursuant to this Section 27.32. Notwithstanding the foregoing, if Landlord seeks to terminate this Sublease as provided in this Section 27.32, Tenant can negate such termination by Landlord within 30 days of receipt of Landlord's Termination Notice by agreeing with Landlord in writing that Tenant shall thereafter immediately pay the Guaranteed Rent as originally set forth in the Data Sheet, as adjusted by the Percentage Change In Enplaned Passengers.

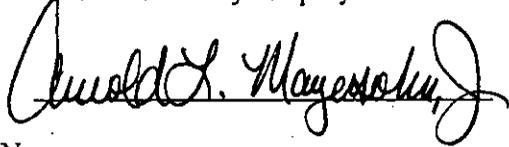
[SIGNATURE BLOCKS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

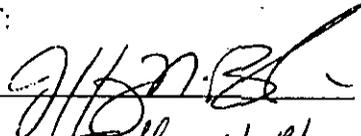
TENANT:
THE METROPOLITAN MUSEUM OF ART,
a New York not-for-profit corporation

By: 
Print Name: Emily K. Rafferty
Title: President

LANDLORD:
WESTFIELD CONCESSION
MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Print Name: Arnold L. Mayerohn, Jr.
Title: Assistant Vice President & Secretary

ATTEST:

By: 
Print Name: Jeffrey N. Blair
Title: Associate Counsel

IFK/The Met Sublease.doc

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 200_ (“Effective Date”), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (“Port Authority”), **WESTFIELD CONCESSION MANAGEMENT, LLC** (“Permittee”), _____ (“Sublessee”), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** (“Airline”):

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the “Airline Lease”) the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport (“Airport”) for certain passenger terminal facilities (“Terminal”), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the “Concession Lease”) under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the “Permit”) and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof (“Sublease”), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the “Space” or the “Spaces”); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.
- (b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee

with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period

(hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) but not less than thirteen (13) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority,

its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably

hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. (a) The Sublessee acknowledges that it has received, and is familiar with the contents of, a copy of the

Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

(b) In accordance with the provisions of the City Lease, the Port Authority and the Sublessee hereby agree as follows:

(1) This Consent is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(2) The Sublessee shall not pay fees or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Consent, the Sublessee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Sublessee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Sublessee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Sublessee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Sublessee to comply with the forgoing provisions shall be an event of default under this Consent, which, after the giving of reasonable notice, shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to the Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline, the Permittee or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

EXHIBIT C

MONTHLY STATEMENT & ANNUAL STATEMENT FORMS

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	RENT									
		Guaranteed Rent	Percentage Rent				Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%	Rent					
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

EXHIBIT C

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.

Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal

sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.

2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such

approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than twenty (20) days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within ten (10) days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within twenty (20) days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and

utility companies. Within five (5) days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than ninety (90) days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of Ten Thousand Dollars (\$10,000.00) each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

1. As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

2. The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon seven (7) days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon seven (7) days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of One Hundred Fifty Dollars (\$150.00) per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of One and 50/100 Dollars (\$1.50) per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.

2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the five (5) comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the five (5) comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

WESTFIELD, LLC, a Delaware limited liability company

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

The certificate holder on each of the Certificates of Insurance shall be as follows:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed Thirty Million Dollars (\$30,000,000.00) and it must be (a) at least fifty-one percent (51%) owned and controlled by one (1) or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one (1) or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one (1) or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority

Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as M/WDBE, the Authority, as part of the certification process, will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

The Authority has compiled a list, which may be supplemented and revised from time to time by the Authority, to indicate the firms the Authority determined satisfy the criteria for M/W/DBE certification. Such list shall be made available to the proposers upon request. The Authority makes no representations as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed M/W/DBEs and such firms not so listed, but certified by the Authority as M/W/DBEs hereunder, will count towards M/W/DBE requirements.

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially

uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six (6) months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six (6) months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six (6) months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one (1) or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one (1) or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is

the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and

continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until fourteen (14) days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such fourteen (14) day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within two (2) days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called

"grey market", "imitation" or "knock-off" products.*

3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*

10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*

11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.

12. Tenant shall, within twenty-four (24) hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*

13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*

3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*

4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*

5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.

7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*

8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increase in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 12TH day of SEPTEMBER in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT LLC

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01M16026210
Qualified in Queens County
My Commission Expires June 14, 2011

STATE OF Missouri)
) ss.
COUNTY OF St. Charles)

On the 13 day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Meyerson, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

E. DIANE LINDSEY
Notary Public-Notary Seal
State of Missouri, St. Charles County
Commission # 07997728
My Commission Expires Jan 21, 2011

FOR THE METROPOLITAN MUSEUM OF ART

STATE OF New York)
) ss.
COUNTY OF New York)

On the 6th day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Emily K. Rofferty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Romy M. Vreeland
(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

ROMY M. VREELAND
NOTARY PUBLIC, State of New York
No. 01VR6063317
Qualified in New York County
Commission Expires August 27, 2009

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 4th day of June in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Enspanier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Laura Enspanier
(notarial seal and stamp)

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-616
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of February 26, 2007 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC.** ("Permittee"), and **BROOKSTONE STORES, INC.** ("Sublessee"), a corporation organized and existing under the laws of the State of Delaware with an office and place of business at One Innovation Way, Merrimack, New Hampshire 03054-4873 whose representative is Mr. Roizin, Executive Vice President, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and

covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, dated as of February 26, 2007, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; or (e) such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of

the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to

imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. (a) The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements

incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. (a) If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

(b) In the event that upon conducting an examination and audit as described in this paragraph the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "Audit Findings"), the Sublessee shall be obligated, and hereby agrees, to

pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers

and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability	
Combined single limit per occurrence for	
bodily injury and property damage liability:	\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded

on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and

served as of the date of the registered or certified mailing thereof.

21. Basic Lease Provisions:

(a) Certain Definitions.

(i) "Basic Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port

Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

24. The other parties hereto hereby waive their respective right to trial by jury in any action or summary proceeding that may hereafter be instituted by the Port Authority against any of them in respect of this Consent or Sublessee's use or occupancy of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable under this Consent or to enforce any remedy under law or in equity in any way connected therewith. No other party hereto shall interpose any claims as counterclaims in any action or summary proceeding for non-payment of fees/rent which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

[Signature]
Secretary

**THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

By [Signature]

(Print Name) Lysa C. Scully

(Title) Asst. Dir., CCCAS
(Seal)

~~ATTEST:~~ ATTEST:

[Signature]
Secretary

**WESTFIELD CONCESSION
MANAGEMENT, LLC.**

By [Signature]

(Print Name) Arnold L. Meyersohn, Jr.

(Title) Assistant Vice President
(Corporate Seal)

ATTEST:

[Signature]
Secretary

BROOKSTONE STORES, INC.

By [Signature]

(Print Name) Philip Roizin
~~Executive Vice President~~

(Title) President
(Corporate Seal)

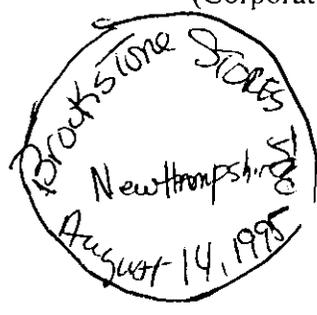
ACCEPTED AND CONSENTED TO AS
OF THE EFFECTIVE DATE OF THIS
CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By [Signature]

(Print Name) LAURA A. EINSPANIEN
Vice President

(Title) Corporate Real Estate
President
(Corporate Seal)



APPROVED:	
FORM	TERMS
<u>[Signature]</u>	<u>[Signature]</u>

[Signature]

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
MAIN TERMINAL BUILDING**

THIS SUBLEASE ("Sublease") is made as of this 26th day of February, 2007, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company, whose address is 11601 Wilshire Boulevard, 11th Floor, Los Angeles, California 90025 ("Landlord"), and BROOKSTONE STORES, INC., a New Hampshire corporation, whose principal place of business is located at One Innovation Way, Merrimack, New Hampshire 03054 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. M6 containing approximately 1,150 square feet of Floor Area as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

<input checked="" type="checkbox"/> Specialty Retail	<input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location)	<input type="checkbox"/> Service
<input checked="" type="checkbox"/> In-Line	<input type="checkbox"/> Wall-Shop	<input type="checkbox"/> Kiosk

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of Exhibit B hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) **Latest Rental Commencement Date:** May 9, 2007; provided, however, if new Concourse B has not opened to the public for "Enplaned Passengers" (as defined below) operations on or before May 9, 2007, then the Latest Rental Commencement Date shall be the date on which new Concourse B is first opened for such "Enplaned Passengers" operations. Notwithstanding the foregoing, if possession of the Premises is not delivered to Tenant on or before February 27, 2007, then the Latest Rental Commencement Date shall be extended on a day-for-day basis equal to the exact number of days past February 27, 2007, that delivery of possession of the Premises to Tenant was so delayed, and such delay was not caused by Tenant. Landlord shall not deliver possession of the Premises to Tenant until such time as the Premises are substantially in the condition required under Section 5.02 and Part III. of Exhibit D. (b) **Expiration Date:** April 30, 2014, or the day prior to the seventh (7th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant. * See Page 2A

(2) **Section 2.01: Minimum Annual Guaranteed Rent:**

(3) **Section 2.02: Percentage Rent:** Exemption (2.a.)

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** If applicable, Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03; provided, however, Tenant shall not be required to contribute in excess of Exemption (2.a.) to the Joint Marketing Fund in any single Lease Year. The initial joint marketing fund assessment of Exemption (2.a.)) shall be paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the Rental Commencement Date.

(5) **Section 7.01: Permitted Use:** For the operation of a retail concession providing for the sale at retail of quality gifts and accessories, including without limitation, items appearing from time to time in Brookstone catalogs and Brookstone stores; travel accessories, furnishings, housewares, cookware, gadgets and tools, and for no other use or purpose.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three

* Tenant agrees to follow the construction schedule attached hereto as Schedule 1 which shows that Tenant's Work will be substantially completed during the week ending April 27, 2007 and Tenant will be performing clean up and requesting final inspections commencing on or about April 30, 2007. If Tenant has substantially complied with such Schedule 1 (such compliance being subject to Force Majeure or other events beyond Tenant's control), then notwithstanding anything to the contrary in this Sublease, the Latest Rental Commencement Date of May 9, 2007 is conditioned upon Landlord, American, the Authority and all other governmental agencies inspecting the Premises and issuing all appropriate occupancy certificates and approvals required to open the Premises for business within three (3) days (regardless of whether such days are non-business days) after Tenant notifies Landlord in writing that it has substantially completed Tenant's Work. If Landlord, American, the Authority or any other governmental agency does not timely conduct such inspections in order to issue all such occupancy certificates and approvals within this three (3) day period, then the Latest Rental Commencement Date shall be extended on a day for day basis equal to the exact number of days in excess of three (3) until such occupancy certificates or approvals are issued. As part of such compliance with Schedule 1, Tenant shall cause its architect of record to make written requests to Landlord and the Authority for interim inspections during the performance of Tenant's Work at the stage of construction when recommended to do so by Landlord so that the Authority will conduct interim inspections of Tenant's Work, such written requests to be received by Landlord and the Authority not less than three (3) days before such inspections are to occur.

hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 6:00 A.M. to 10:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "Brookstone" or such other Trade Name used by Tenant in substantially all of its stores operating in the United States.

(8) **Section 26.01: Performance Guaranty-Letter of Credit:** At Tenant's option: (i) an amount equal to three (3) monthly installments of the initial annual Guaranteed Rent in immediately available funds, payable to Landlord not later than delivery of the Premises to Tenant; or (ii) an unconditional, irrevocable standby letter of credit in an amount not less than one hundred percent (100%) of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

Tenant:

Brookstone Stores, Inc.
One Innovation Way
Merrimack, New Hampshire 03054-4873
Attention: Director of Real Estate

With copies to:

Westfield Concession Management, LLC
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

With a copy to:

James C. Oliver, Esq.
Lenrow, Kohn & Oliver
Seven St. Paul Street, Suite 940
Baltimore, Maryland 21202-1626

Westfield Concession Management, LLC
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant's Billing Address:

Brookstone Stores, Inc.
One Innovation Way
Merrimack, New Hampshire 03054-4873
Attention: Lease Administration

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "**Westfield Concession Management, LLC, Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey**" and remitted to: Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via U.S. Mail) or Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** None.

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on **Exhibits A-1, A-2 and A-3** and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such rights shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on **Exhibit A-1**. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("**Term**") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, Two Hundred Fifty Dollars (\$250.00) per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of sixty (60) days, the amount of such liquidated damages may be increased up to a maximum of Five Hundred Dollars (\$500.00) per day. This remedy shall be in addition to any and all other

remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a

calendar month, then Guaranteed Rent shall be prorated on the basis of a thirty (30) day month. Should any Lease Year contain less than twelve (12) calendar months, said Guaranteed Rent shall be prorated on the basis of a three hundred sixty-five (365) day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between two (2) consecutive calendar years for each Lease Year of the Term. The initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2006 calendar year (including American's "**Enplaned Passengers**" using gates in existing Terminals 8 and 9 and Concourse C) and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year (including American's "**Enplaned Passengers**" using gates in existing Terminals 8 and 9 and the new Main Terminal, Concourse B and Concourse C). Thereafter, calendar year periods used for the measurement comparison shall each roll forward by one (1) calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("**Lease Month**"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within fifteen (15) days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is thirty (30). Should any Lease Year be less than twelve (12) full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is three hundred sixty-five (365). Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "un-natural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid (determined on the basis of the Annual Breakpoint), Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "**Late Interest**" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end

of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises at the conclusion of this Sublease, so long as the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other permanent agreement with Landlord, American or the Authority (excluding any temporary locations) and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift

wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than 5% of the amount of such sales; (10) mandatory discounts of not less than 5% of the amount of such sales; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the first (1st) day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the first (1st) day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) If applicable, from and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the

Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than ten (10) days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area; provided, however, any vacant Floor Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the first (1st) day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within twenty (20) days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within twenty (20) days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within twenty (20) days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Tenant's Guaranteed Rent representing "**American's Allocated Share**" (as such term is defined in the Concession Area Lease) due from Tenant to Landlord hereunder. If at the end of the final Lease Year the

total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord (but not in excess of the savings achieved) in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees based on the actual number of employees actually using such parking. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the

Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to Airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made within seven (7) days when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within seven (7) days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive twelve (12) month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-

claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least two (2) occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one (1) or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account necessary for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for one (1) year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of five (5) years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within fifteen (15) days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after fifteen (15) days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease

shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "**Point-of-Sale Terminal**") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than sixty (60) segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two (2) major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service (with customer signature) to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than fifteen (15) days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within sixty (60) days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant, showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon thirty (30) days prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be reasonably required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within ten (10) days of

written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of Fifty Dollars (\$50.00) per statement per day until such statement is properly delivered to Landlord for the first (1st) such failure to furnish a statement, One Hundred Fifty (\$100.00) per statement per day until such statement is delivered to Landlord for the second (2nd) such failure to furnish a statement, and Two Hundred Fifty Dollars (\$250.00) per statement per day until such statement is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within fifteen (15) days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales; (b) rolling twelve (12) month sales; (c) sales per Enplaned Passenger (provided that Landlord provides Tenant with the number of Enplaned Passengers), on a monthly, quarterly and rolling twelve (12) month basis; (d) average sales per transaction on an annual basis; (e) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per report per day until such report is properly delivered to Landlord for the first (1st) such failure to furnish a report, Two Hundred Fifty Dollars (\$250.00) per report per day until such report is delivered to Landlord for the second (2nd) such failure to furnish a report, and Five Hundred Dollars (\$500.00) per report per day until such report is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within fifteen (15) days following such written request for the same at a location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for one (1) year thereafter, Landlord, American and the Authority may, each at any time upon fifteen (15) days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within fifteen (15) days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of three percent (3%) of actual Gross Receipts as disclosed by such audit, Tenant shall

immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at a location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans (“**Conceptual Plans**”) and final drawings and specifications (“**Final Drawings**”) for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than twenty (20) days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Conceptual Plans. Following Tenant’s receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within twenty (20) days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than five (5) days thereafter) with the Authority pursuant to the Authority’s Tenant Alteration Application Process (“**TAA Process**”). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than thirty (30) days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority’s Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant’s failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within five (5) days from the dates required, Landlord may terminate this Sublease upon twenty-four (24) hours written notice to Tenant, in which this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord’s, American’s and the Authority’s prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant’s opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant’s sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than thirty (30) days after delivery of such application. In the latter case, the Latest Rental Commencement

Date will be extended one (1) day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within one hundred twenty (120) days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in accordance with its approved Final Drawings and the TAA Process, an amount not less than Exemption (2.a.) per square foot of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed thirty (30) days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law. Notwithstanding the foregoing, if Tenant is engaged in a bona fide dispute with a contractor or subcontractor and, upon request, provides reasonable evidence thereof to Landlord, the time period for submission of lien waivers and/or releases from such contractor or subcontractor shall be extended so as to allow Tenant to diligently pursue resolution of the dispute, provided that any such extension shall not exceed an additional 60 days.

(f) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant

shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of five percent (5%) or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one (1) year after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

“Eligible Costs” means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built “trade fixtures” which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (3) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

“Depreciation Schedule” means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with “GAAP”; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. “GAAP” means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants’ Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within ninety (90) days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within one hundred eighty (180) days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant’s Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority’s lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or

ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of Two Hundred Fifty Dollars (\$250.00) for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery

of possession of the Premises in its then existing "AS IS" "shell condition" (as described in **Exhibit D** but with the Premises substantially in the condition required under Part III. of **Exhibit D**) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of *Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.*

(b) If the Term of this Sublease will exceed seven (7) years, whether under the original term or any extension thereof, *Tenant agrees that by no later than seven (7) years after Rental Commencement Date, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of One Hundred Fifty Dollars (\$150.00) per square foot for each food and beverage concession and Seventy-Five Dollars (\$75.00) per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.*

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time,

at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent; (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord and American shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

(d) If as a result of the foregoing, Tenant is prevented from conducting its business or access to the Premises is materially impaired to the extent that Tenant is forced to close for business to the public for 4 or more complete and consecutive days due to any such construction or modifications, then only the portion of Tenant's Guaranteed Rent representing "American's Allocated Share" (as such term is defined in the Concession Area Lease) shall be abated for the period commencing on the date in which Tenant is forced to close its business within the Premises and shall continue until the date in which Tenant is able to resume its business in the Premises, provided Tenant shall immediately reopen on the date following the cessation of the construction or modifications.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area if American determines such action to be necessary for airline operational and/or airport operational considerations (e.g. the operation of non-concession services in the Terminal, the operation of non-concession services for any airline or Airport operations in the Terminal or due to public health, safety or security issues relating to the operation of the Terminal) and American may exercise its rights by giving not less than one hundred twenty (120) days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if

American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds ten percent (10%), and Tenant demonstrates that such contraction is having an impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant and grant to Tenant an equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within thirty (30) days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within twenty (20) days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one (1) location to another after Tenant has commenced construction of the Premises or the Premises have been opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within twenty (20) days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever released Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon thirty (30) days notice by means of revocation of the Consent Agreement, or by American if American determines such action to be necessary for airline operational and/or airport operational considerations (e.g. the operation of non-concession services in the Terminal, the operation of non-concession services for any airline or Airport operations in the Terminal or due to public health, safety or security issues relating to the operation of the Terminal) upon one hundred eighty (180) days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind, except as specifically provided in this Section 6.03(b) below, against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within sixty (60) days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant shall be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of thirty (30) days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in

American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of One Hundred Dollars (\$100.00) per day for the first (1st) violation in any twelve (12) month period and the amount of Two Hundred Fifty Dollars (\$250.00) per day for the second (2nd) and any subsequent violations in any twelve (12) month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are

not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all “**American Reserved Uses**” and “**Port Authority Reserved Uses**” as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least two (2) nationally recognized credit cards for payment, shall offer all of its customers shipping and delivery services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier’s location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord’s advance written approval, which approval may be withheld in Landlord’s sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease “abandonment” shall mean closing the Premises to customers for two (2) or more consecutive days,

unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, three hundred sixty-five (365) days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of sixteen (16) hours per day, each day of the year, with the opening for business each day at least one (1) hour prior to the first scheduled flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least one (1) hour prior to the first flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 6:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon two (2) hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount One Hundred Dollars (\$100.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the first (1st) and second (2nd) violation in any twelve (12) month period, and the amount of Two Hundred Fifty Dollars (\$250.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the third (3rd) and any subsequent violations in any twelve (12) month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate attire and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within two (2) hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than one (1) time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary,

necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may reasonably require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "**Street Prices**" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City – Northern New Jersey Metropolitan Area ("**Metro Area**"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof upon request. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive

environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address three (3) main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(j) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(k) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in

writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within fifteen (15) days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "**Toxic or Hazardous Materials**" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("**EPA**") or the United States Occupational Safety and Health Administration ("**OSHA**") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "**Environmental Laws**"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, reserving the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within ten (10) days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien,

either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord under this sub-section (c).

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation), Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises that were not present at the time of delivery of possession; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline,

tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within fifteen (15) feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust

hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material

removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Tenant's proportionate share shall only include those items passed through by Landlord for specialty retail uses and shall not include any such items applicable only to food and beverage uses or with respect to any public food court areas. Annual increases in Tenant's proportionate share shall not exceed fifteen percent (15%) other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Tenant's proportionate share of Operating Costs and Expenses for the first partial Lease Year (2007 calendar year) is estimated to be in the amount of \$9.00 per square foot of Floor Area in the Premises calculated on an annual basis and pro-rated for the number of days in such first partial Lease Year.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the first (1st) day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within five (5) days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section

8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within sixty (60) days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the negligence or willful misconduct of Landlord or the gross negligence or willful misconduct of American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one (1) foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or

inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within forty-eight (48) hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings

and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC (as defined in Section 12.01(d)) and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshal official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices,

wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority. Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than five (5) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, then Tenant's Guaranteed Rent representing "**American's Allocated Share**" (as such term is defined in the Concession Area Lease) that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such Lease Year.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair, together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it

considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) for each accident, One Million Dollars (\$1,000,000.00) for each employee, by disease, One Million Dollars (\$1,000,000.00) policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than twelve (12) months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal. Notwithstanding the foregoing, Tenant specifically understands and agrees that American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may

require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than thirty (30) days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least thirty (30) days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any

loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon five (5) days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within ten (10) days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by

Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. **Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease.** With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct negligence or willful misconduct of Landlord, its agents or employees (or direct gross negligence or willful misconduct of American, as obligated under the Concession Area Lease), in which case only the party that acted negligently or with willful misconduct (or with respect to American, acted grossly negligent) shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than five (5) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications,

heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers continue normally through such interruption in utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than fifteen (15) days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within twenty (20) days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING

TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article XIV, Tenant shall have the right to transfer or assign this Sublease, without Landlord's consent to a subsidiary of Tenant or its parent corporation or to an entity that is an affiliate of Tenant or its parent corporation; and further transfer or assign this Sublease without Landlord's consent to: (i) any corporation with which Tenant shall merge, reorganize or consolidate; or (ii) any corporation acquiring all or substantially all of the assets or stock of Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such Transfer under clauses (i) and (ii) above, such transfer or assignment shall be null and void and of no force and effect unless: (1) such transferee or assignee shall have a net worth equal to or greater than \$20,000,000.00 as of the effective date of any proposed Transfer; (2) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (3) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under the same Trade Name permitted to be used by Tenant hereunder; (4) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (5) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, the Terminal, the Airport, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the reasonable discretion of Landlord; (6) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all of the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (7) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof. Any and all such transfers shall also be subject to the consent of American and the Authority as determined in the their respective sole and absolute discretion; provided that in the event that any such transfers or assignments that otherwise satisfy the requirements set forth in this Section 14.01(b) are not approved by the either American or the Authority, Tenant may terminate this Sublease upon one hundred eighty (180) days written notice to Landlord and this Sublease shall terminate as of such date as if such date were the originally scheduled Expiration Date hereunder so long as Tenant is not in default of any of its obligations under this Sublease. Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for any unamortized portion of

Tenant's Eligible Costs or any other sums if Tenant elects to terminate this Sublease pursuant to this Section 14.01(b).

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the

other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name without the prior written approval of Landlord, which shall not be unreasonably withheld or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Ex. 2.a. of Tenant's monthly Gross Receipts. Notwithstanding the foregoing, Tenant shall not be required to contribute in excess of Ex. 2.a. to the Joint Marketing Fund in any single Lease Year. This amount is payable to Landlord and must be paid no later than the fifteenth (15th) day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each Lease Year. Within thirty (30) days after the end of each such period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within thirty (30) days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales

technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. In the event the Premises is located within an expansion of or a new area within the Terminal where a grand opening date or grand opening events shall be set by Landlord, then Tenant shall also pay an initial Joint Marketing Fund assessment in the amount set forth in the Data Sheet in addition to Tenant's monthly contributions to the Joint Marketing Fund, such initial assessment to be payable in one lump sum within sixty (60) days prior to the Rental Commencement Date. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within ninety (90) days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within thirty (30) days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above thirty (30) day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within sixty (60) days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of

American, Landlord, Tenant or the Authority with a total abatement of Rental obligations as of the date of such casualty, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If fifty percent (50%) or more of the Terminal shall be damaged or destroyed by an insured risk, or if twenty-five percent (25%) or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than fifty percent (50%) curtailed for a period of sixty (60) days or more, Landlord shall have the right to terminate this Sublease within ninety (90) days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within one hundred eighty (180) days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than twenty-five percent (25%) of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within twenty-five (25) days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within fifteen (15) days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If fifteen percent (15%) or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating

Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than fifteen percent (15%) of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If fifteen percent (15%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any

one (1) or more of the following events (referred to herein, singly, as an “**Event of Default**” and collectively as “**Events of Default**”) shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant’s failure so to perform) for more than five (5) days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice twice during a twelve (12) month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such twelve (12) month period to establish a payment default and, thereafter, during such twelve (12) month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of five (5) days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than twenty (20) days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said twenty (20) days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said twenty (20) days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond seventy-five (75) days or such longer period of time as is approved by Landlord in writing, and if Tenant’s cure period is so extended, Tenant must, within five (5) days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for five (5) days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given two (2) notices of such a failure during the preceding twelve (12) month period; or

(d) Tenant fails to commence construction of Tenant’s Work within twenty (20) days of the Authority’s approval of the TAA for such Tenant’s Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant’s Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of forty-eight (48) consecutive hours; or

(g) Tenant’s abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure

continues for ten (10) days after written notice from Landlord to Tenant of such failure; or

(i) If applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of twenty (20) days; or

(j) Tenant fails comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example) and such failure shall continue for any applicable notice and cure period provided therein; or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) A governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) Except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within thirty (30) days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) Any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit; then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If an Event of Default by Tenant shall occur in the payment when due of any installment of Rentals or if an Event of Default by Tenant shall occur in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and

effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within five (5) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of thirty (30) days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the

expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("**Deficiency**") between the *Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term* and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the *Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term* exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of five percent (5%) per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet

during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) *If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).*

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If an Event of Default shall occur by Tenant in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended (the "Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and

the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord and American shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a twenty-four (24) hour basis. Finally, Landlord, during the last six (6) months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "**Tenant's Taxes**"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to one hundred fifty percent (150%) of the highest monthly Guaranteed Rent paid in the preceding twelve (12) month period (and prorated in the case of (b) on the basis of a three hundred sixty-five (365) day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds five (5) days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one (1) entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on Tenant's concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 PERFORMANCE GUARANTY. (a) Tenant shall provide Landlord with the *Performance Guaranty in the amount specified in the Data Sheet, which shall be at Tenant's option, in the form of either immediately available funds or the unconditional, irrevocable standby letter of credit ("**Letter of Credit**")*, as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such Letter of Credit must be in form and content as set forth in **Exhibit H**. No surety bonds shall be permitted. If Landlord permits Tenant to provide a Letter of Credit, the following shall be applicable. Such Letter of Credit must be for a term of not less than one (1) year which term shall be automatically renewed for successive one (1) year periods, unless the Bank gives not less than sixty (60) days prior written notice that it will not so renew the Letter of Credit for such successive term and the last term of the letter of credit shall end not less than sixty (60) days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least sixty (60) days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said Letter of Credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within twenty (20) days thereafter, shall cause a new Letter of Credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the Letter of Credit so transferred and Landlord agrees that, simultaneously with the delivery of such new Letter of Credit, it will return to said Bank the Letter of Credit being replaced. The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period

hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum may be held by Landlord as the Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article. If payment of the entire sum of the Letter of Credit or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one (1) or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within five (5) days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to the amount required under this Sublease. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article.

(b) Any Performance Guaranty held by Landlord in the form of immediately available funds (cash) shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may

use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals or performance of any other obligations, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of this Article, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum required under this Sublease.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) forty-five (45) days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One (1) or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection

or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within twenty (20) days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any

other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one (1) party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the first (1st) day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Intentionally omitted.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be

given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus two percent (2%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "**Late Interest**") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees and other income from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the

required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant and Landlord hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise,

shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within twenty (20) days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within twenty (20) days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within five (5) days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any

and all actual costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's and American's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all

elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Intentionally omitted.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS.

Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport all American employees and other Terminal airline employees. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J**.

Section 27.30 TENANT'S CERTIFICATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and

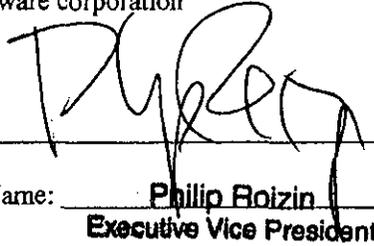
warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

BROOKSTONE STORES, INC.,
a Delaware corporation

By: _____



Print Name: Philip Roizin
Executive Vice President

Title: _____

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, LLC,**
a Delaware limited liability company

By: _____

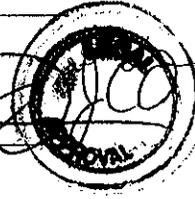


Print Name: Arnold L. Meyersohn, Jr.
Assistant Vice President & Secretary

Title: _____

ATTEST:

By: _____

Print Name: Thomas F. Moynihan
Assistant Secretary

Title: _____

Brookstone JFK Sublease.doc

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 2006 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), _____ ("Sublessee"), a corporation organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.
- (b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee

with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period

(hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) but not less than thirteen (13) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority,

its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably

hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. (a) The Sublessee acknowledges that it has received, and is familiar with the contents of, a copy of the

Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

(b) In accordance with the provisions of the City Lease, the Port Authority and the Sublessee hereby agree as follows:

(1) This Consent is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(2) The Sublessee shall not pay fees or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Consent, the Sublessee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Sublessee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Sublessee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Sublessee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Sublessee to comply with the forgoing provisions shall be an event of default under this Consent, which, after the giving of reasonable notice, shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to the Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline, the Permittee or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	RENT									
		Guaranteed Rent	Percentage Rent			Mktg Fund 0.5%	Electric (F&B Only)	Logisocal Support & Pub. Area Main Fee	Taxes	Total Rent	
			Breakpoint	Overage	%						Rent
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

EXHIBIT C

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.

Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "**American's Work**" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "**Tenant's Work**" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "**Tenant's Construction Requirements**".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount

of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.

2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such

approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than twenty (20) days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within ten (10) days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within twenty (20) days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and

utility companies. Within five (5) days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than ninety (90) days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. A construction deposit of Ten Thousand Dollars (\$10,000.00) will be required from Tenant's general contractor and shall not be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

1. As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

2. The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon fifteen (15) days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon fifteen (15) days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. **CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.**

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, consisting solely to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of One Hundred Fifty Dollars (\$150.00) per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of One and 50/100 Dollars (\$1.50) per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the five (5) comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the five (5) comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

WESTFIELD, LLC, a Delaware limited liability company

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

The certificate holder on each of the Certificates of Insurance shall be as follows:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

[Intentionally Deleted]

EXHIBIT H

Westfield Concession Management, LLC
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ **A** _____, we _____ **B** _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ **C** _____ in your favor up to an aggregate of \$ _____ **D** _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ **E** _____, _____ **E** _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ **B** _____ Letter of Credit No. _____ **C** _____ dated _____, 200__." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, LLC, or its designee, that _____ **A** _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200__, by and between Westfield Concession Management, LLC and _____ **A** _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ **F** _____, 200__. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(1)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially

uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six (6) months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six (6) months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six (6) months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one (1) or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one (1) or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is

the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (c.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and

continuing. For the purposes hereof, "**Women-owned Business Enterprise**" "**(WBE)**" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "**Meaningful participation**" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until fourteen (14) days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such fourteen (14) day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and **Exhibit E**. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within two (2) days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called

"grey market", "imitation" or "knock-off" products.*

3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*

10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*

11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.

12. Tenant shall, within twenty-four (24) hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*

13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*

3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*

4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*

5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.

7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*

8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 19TH day of MAY in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCULLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2011

FOR WESTFIELD CONCESSION MANAGEMENT, LLC

STATE OF Missouri)
) ss.
COUNTY OF St. Louis)

On the 30th day of April in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Rebecca S. Verble
(notarial seal and stamp)



REBECCA S. VERBLE
My Commission Expires
March 5, 2012
St. Louis City
Commission #08496620

BROOKSTONE STORES, INC.

STATE OF New Hampshire)
) ss.
COUNTY OF Hillsborough)

On the 15th day of August in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Philip Raizin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Susan E. Farina
(notarial seal and stamp)

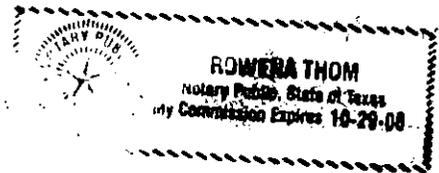
SUSAN E. FARINA
Notary Public - New Hampshire
My Commission Expires October 9, 2007

FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 11th day of September in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Enspanik, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Romera Thom
(notarial seal and stamp)



THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-624
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of January 9, 2007 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC.** ("Permittee"), and **NY4 PRETZELS, INC. d/b/a AUNTIE ANNE'S PRETZELS** ("Sublessee"), a corporation organized and existing under the laws of the State of Maryland with an office and place of business at 6 Monterra Court, Rockville, Maryland, 20850 whose representative is Ms. Karyn Simon, President, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and

covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, dated as of January 9, 2007, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; or (e) such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of

the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to

imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. (a) The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements

incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. (a) If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

(b) In the event that upon conducting an examination and audit as described in this paragraph the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "Audit Findings"), the Sublessee shall be obligated, and hereby agrees, to

pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers

and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded

on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and

served as of the date of the registered or certified mailing thereof.

21. Basic Lease Provisions:

(a) Certain Definitions.

(i) "Basic Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port

Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

24. The other parties hereto hereby waive their respective right to trial by jury in any action or summary proceeding that may hereafter be instituted by the Port Authority against any of them in respect of this Consent or Sublessee's use or occupancy of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable under this Consent or to enforce any remedy under law or in equity in any way connected therewith. No other party hereto shall interpose any claims as counterclaims in any action or summary proceeding for non-payment of fees/rent which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By [Signature]

(Print Name) Lysa Scully

(Title) Asst. Dir. CCCAS
(Seal)

~~ATTEST: WITNESS:~~

[Signature]
~~Secretary~~

WESTFIELD CONCESSION
MANAGEMENT, LLC.

By [Signature]

(Print Name) Arnold L. Mayersohn, Jr.

(Title) Assistant Vice President
(Corporate Seal)

ATTEST:

[Signature]
Secretary
Saghar Daneshmand

NY4 PRETZELS, INC.

By [Signature]

(Print Name) Karyn Simon

(Title) President President
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS
OF THE EFFECTIVE DATE OF THIS
CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By [Signature]

(Print Name) LAURA A. EINSPANIER
Vice President

(Title) Corporate Real Estate President
(Corporate Seal)



APPROVED:
FORM | TERMS
[initials] | SB

[Handwritten initials]

SUBLEASE

BETWEEN

WESTFIELD CONCESSION MANAGEMENT, LLC

LANDLORD

AND

NY4 PRETZELS INC.

TENANT

**AUNTIE ANNE'S PRETZELS
TRADE NAME**

SPACE NUMBER M13

MAIN TERMINAL BUILDING

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
MAIN TERMINAL BUILDING**

THIS SUBLEASE ("Sublease") is made as of this 9th day of January, 2007, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company, whose address is 11601 Wilshire Boulevard, 11th Floor, Los Angeles, California 90025 ("Landlord"), and NY4 PRETZELS, INC., a Maryland corporation, whose principal place of business is located at 6 Monterra Court, Rockville, Maryland 20850 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. M13 containing approximately 254 square feet of Floor Area as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

- | | | |
|---|--|---|
| <input type="checkbox"/> Specialty Retail | <input checked="" type="checkbox"/> Food & Beverage (<input checked="" type="checkbox"/> Food Court Location) | <input type="checkbox"/> Service |
| <input type="checkbox"/> In-Line | <input type="checkbox"/> Wall-Shop | <input checked="" type="checkbox"/> Kiosk |

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of Exhibit B hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) **Latest Rental Commencement Date:** May 9, 2007; provided, however, if new Concourse B has not opened to the public for “**Enplaned Passengers**” (as defined below) operations on or before May 9, 2007, then the Latest Rental Commencement Date shall be the date on which new Concourse B is first opened for such “**Enplaned Passengers**” operations. Notwithstanding the foregoing, if possession of the Premises is not delivered to Tenant on or before February 1, 2007, then the Latest Rental Commencement Date shall be extended on a day-for-day basis equal to the exact number of days past February 1, 2007, that delivery of possession of the Premises to Tenant was so delayed, and such delay was not caused by Tenant. Landlord shall not deliver possession of the Premises to Tenant until such time as the Premises are substantially in the condition required under Section 5.02 and Part III. of **Exhibit D**. (b) **Expiration Date:** April 30, 2012, or the fifth (5th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent:**

Exemption (2.a.)

(3) **Section 2.02: Percentage Rent:**

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** If applicable, Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of ~~Exemption (2.a.)~~ of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03. The initial joint marketing fund assessment of ~~Exemption (2.a.)~~ shall be paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the Rental Commencement Date.

(5) **Section 7.01: Permitted Use:** For the operation of a fast-food, food and beverage concession serving the following: hand-rolled, flavored, soft pretzels, with flavors including, but not be limited to original, cinnamon sugar, garlic, whole wheat, sour cream and onion, sesame seed, glazin' raisin, caramel almond, jalapeno, and other flavors which Auntie Anne's, Inc. may introduce for its franchisees; toppings including cheese, assorted cream cheeses, assorted mustards, chocolate fudge, marinara sauce, and other toppings which Auntie Anne's, Inc. may introduce for its franchisees; other products utilizing the soft pretzel dough; hand-squeezed and/or other varieties of lemonade, iced tea, coffee, hot chocolate, hot tea,

non-alcoholic carbonated beverages and other non-alcoholic beverages, which may include frozen beverages including, but not limited to, such as Dutch Ice®, Dutch Shakes™, and Dutch Smoothies™, and printed materials bearing the Auntie Anne's trademark and for no other use or purpose. Tenant's initial menu offering is attached hereto as **Exhibit L** and made a part hereof. From time to time, Tenant may request in writing that new food & beverage product offerings not described above may be prepared and sold from the Premises, subject to the prior written consent of Landlord determined in Landlord's reasonable discretion. With respect to any such new food & beverage product offerings, Tenant shall submit in writing to Landlord the complete proposed pricing structure for the prior written approval by Landlord, such approval to be determined in accordance with the Authority's "Street Pricing" policies.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 6:00 A.M. to 10:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "Auntie Anne's Pretzels".

(8) **Section 26.01: Performance Guaranty:** _____) in immediately available funds, payable to Landlord upon execution of this Sublease and in no event later than delivery of the Premises to Tenant as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

With copies to:

Westfield Concession Management, LLC
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, LLC
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant:

NY4 Pretzels, Inc.
6 Monterra Court
Rockville, Maryland 20850
Attention: Karyn Simon

With a copies to:

Jacobs & Dembert, P.A.
One South Street, Suite 1910
Baltimore, Maryland 21202-3279
Attention: James S. Jacobs, Esq.

Auntie Anne's, Inc.
160-A Route 41
Gap, PA 17527
Attention: Director of Real Estate

Tenant's Billing Address:

NY4 Pretzels, Inc.
6 Monterra Court
Rockville, Maryland 20850
Attention: Karyn Simon

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to “**Westfield Concession Management, LLC, Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey**” and remitted to: Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via U.S. Mail) or Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises (“M/W/DBE”) Requirements: If Tenant or Tenant’s participant is required to apply as a M/W/DBE, please check below and refer to **Exhibit G**. Tenant represents and warrants to Landlord that it and/or its M/W/DBE participant does meet all standards of qualification as a M/W/DBE in accordance with the Authority’s current policies for such certification. Tenant shall immediately take all steps necessary to obtain the appropriate M/W/DBE certification from the Authority on or before the execution of this Sublease and in no event later than the Rental Commencement Date and to maintain such certification at all times during the Term hereof. If Tenant is required to be a M/W/DBE, Landlord shall not allow Tenant to open for business in the Premises until Tenant has been completely certified as a M/W/DBE by the Authority and any such failure to timely obtain and maintain at all times such certification shall be a material breach of this Sublease by Tenant but shall not result in any delay in the Rental Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than one hundred percent (100%) at all times during the Term. If the M/W/DBE participant is a member/partner of a partnership or limited liability company with Tenant or a joint venturer of a joint venture with Tenant or a sublessee, licensee or franchisee of Tenant, the participating M/W/DBE percentage, as so certified, shall not be less than fifty-one percent (51%) at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be reported in writing to Landlord, American and the Authority immediately and in no event later than thirty (30) days following any such change.

Check here if required to be a certified M/W/DBE

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on **Exhibits A-1, A-2 and A-3** and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such rights shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on **Exhibit A-1**. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Except in the event Tenant is delayed in the initial opening of the Premises due to Force Majeure, Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, subject to Force Majeure, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, Two Hundred Fifty Dollars (\$250.00) per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of sixty (60) days, the amount of such liquidated damages may be

increased up to a maximum of Five Hundred Dollars (\$500.00) per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the

first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a thirty (30) day month. Should any Lease Year contain less than twelve (12) calendar months, said Guaranteed Rent shall be prorated on the basis of a three hundred sixty-five (365) day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between two (2) consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2006 calendar year and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by one (1) calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("**Lease Month**"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within fifteen (15) days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is thirty (30). Should any Lease Year be less than twelve (12) full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is three hundred sixty-five (365). Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "un-natural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "**Late Interest**" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises at

the conclusion of this Sublease, so long as the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or

equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than _____ of Gross Receipts per Lease Month; (10) mandatory discounts of not less than _____ of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the first (1st) day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the first (1st) day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) If applicable, from and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "**Taxes**" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the

City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than ten (10) days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the first (1st) day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within twenty (20) days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within twenty (20) days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within ten (10) days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now

in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "**Miscellaneous Charges**".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "**Additional Rent**", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within five (5) days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive twelve (12) month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least two (2) occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one (1) or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for one (1) year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of five (5) years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within fifteen (15) days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after fifteen (15) days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such

Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than sixty (60) segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two (2) major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than fifteen (15) days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within sixty (60) days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon thirty (30) days prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per statement per day until such statement is properly delivered to Landlord for the first (1st) such failure to furnish a statement, Two Hundred Fifty (\$250.00) per statement per day until such statement is delivered to Landlord for the second (2nd) such failure to furnish a statement, and Five Hundred Dollars (\$500.00) per statement per day until such statement is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at

equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within fifteen (15) days after the close of each calendar quarter during the Term, the following report ("Business Statistics Report") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling twelve (12) month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling twelve (12) month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling twelve (12) month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per report per day until such report is properly delivered to Landlord for the first (1st) such failure to furnish a report, Two Hundred Fifty Dollars (\$250.00) per report per day until such report is delivered to Landlord for the second (2nd) such failure to furnish a report, and Five Hundred Dollars (\$500.00) per report per day until such report is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within fifteen (15) days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for one (1) year thereafter, Landlord, American and the Authority may, each at any time upon fifteen (15) days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within fifteen (15) days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of three percent (3%) of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and

terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than twenty (20) days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments

or approvals to Tenant within fifteen (15) days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within twenty (20) days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than ten (10) days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("**TAA Process**"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than thirty (30) days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within ten (10) days from the dates required, Landlord may terminate this Sublease upon twenty-four (24) hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than thirty (30) days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one (1) day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if

applicable. Within one hundred twenty (120) days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.) per square foot of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("Construction Cost"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed thirty (30) days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of five percent (5%) or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the

foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of one hundred thirty-five percent (135%) of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within ninety (90) days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within one hundred eighty (180) days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, subject to Force Majeure, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of Two Hundred Fifty Dollars (\$250.00) for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 **CONDITION OF PREMISES.** Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "**AS IS**" "**shell condition**" (as described in **Exhibit D** but with the Premises substantially in the condition required under Part III. of **Exhibit D**) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the

conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed seven (7) years, whether under the original term or any extension thereof, Tenant agrees that by no later than seven (7) years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of One Hundred Fifty Dollars (\$150.00) per square foot for each food and beverage concession and Seventy-Five Dollars (\$75.00) per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed

Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to fifteen percent (15%) of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than one hundred twenty (120) days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds fifteen percent (15%), and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to ninety (90) days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within thirty (30) days after receipt of

Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within twenty (20) days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one (1) location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within ten (10) days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever released Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon thirty (30) days notice by means of revocation of the Consent Agreement, or by American upon one hundred eighty (180) days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be

assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within sixty (60) days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of thirty (30) days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of One Hundred Dollars (\$100.00) per day for the first (1st) violation in any twelve (12) month period and the amount of Two Hundred Fifty Dollars (\$250.00) per day for the second (2nd) and any subsequent violations in any twelve (12) month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) **General.** Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least two (2) nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each

cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for two (2) or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, three hundred sixty-five (365) days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to

time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of sixteen (16) hours per day, each day of the year, with the opening for business each day at least one (1) hour prior to the first scheduled flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 6:00 a.m. and closing at 10:00 p.m., each day of the year, or at least one (1) hour prior to the first flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon two (2) hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount Two Hundred Fifty Dollars (\$250.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the first (1st) violation in any twelve (12) month period, and the amount of Five Hundred Dollars (\$500.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the second (2nd) and any subsequent violations in any twelve (12) month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the

operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within two (2) hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than one (1) time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning

and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "**Street Prices**" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City – Northern New Jersey Metropolitan Area ("**Metro Area**"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility

services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards (“**Performance Standards**”) attached hereto as **Exhibit K**, and that Landlord’s, American’s and the Authority’s objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant’s operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant’s obligations under this Sublease. The Performance Standards address three (3) main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the “**Performance Categories**”), among other matters and includes a set of minimum performance standards (“**Minimum Performance Standards**”) for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(j) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(k) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority’s rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within fifteen (15) days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term “**Toxic or Hazardous Materials**” means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency (“**EPA**”) or the United States Occupational Safety and Health Administration (“**OSHA**”) or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, “**Environmental Laws**”). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any

Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, reserving the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within ten (10) days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord under this sub-section (c).

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York),

their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within fifteen (15) feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee

parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in

addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses

which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed Exemption (2.a.) other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the first (1st) day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within five (5) days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within sixty (60) days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such

damage is due to the negligence or willful misconduct of Landlord or due to the gross negligence or willful misconduct of American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one (1) foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within forty-eight (48) hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove

the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC (as defined in Section 12.01(d)) and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshall official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall

have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent: (i) such loss or damage is solely the result of the negligence or willful misconduct of Landlord, its employees, agents or contractors; or (ii) such loss or damage is solely the result of the gross negligence or willful misconduct of American, its employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen percent (15%) of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than Five Million Dollars (\$5,000,000.00) per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise,

products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) for each accident, One Million Dollars (\$1,000,000.00) for each employee, by disease, One Million Dollars (\$1,000,000.00) policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than twelve (12) months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one (1) or more persons in one (1) or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the

provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than thirty (30) days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least thirty (30) days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon five (5) days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within ten (10) days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything

in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. **Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease.** With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligently or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises,

including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than five (5) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way

which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than fifteen (15) days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within twenty (20) days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; or (4) Auntie Anne's, Inc. or a bona fide franchisee of Auntie Anne's, Inc.; provided that in the case of any and each such transfer or assignment under clauses (2), (3) and (4) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least thirty (30) days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "*Trademarks*" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote

the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the “**Joint Marketing Fund**”. Tenant shall contribute during each month, as Tenant’s share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) of Tenant’s monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the fifteenth (15th) day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within thirty (30) days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within sixty (60) days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, “secret shopper” programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators’ employees or on any other items that may enhance the user’s overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. In the event the Premises is located within an expansion of or a new area within the Terminal where a grand opening date or grand opening events shall be set by Landlord, then Tenant shall also pay an initial Joint Marketing Fund assessment in the amount set forth in the Data Sheet in addition to Tenant’s monthly contributions to the Joint Marketing Fund, such initial assessment to be payable in one lump sum within sixty (60) days prior to the Rental Commencement Date. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under

an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within ninety (90) days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within thirty (30) days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above thirty (30) day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within sixty (60) days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If fifty percent (50%) or more of the Terminal shall be damaged or destroyed by an insured risk, or if twenty-five percent (25%) or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than fifty percent (50%) curtailed for a period of sixty (60) days or more, Landlord shall have the right to terminate this Sublease within ninety (90) days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within one hundred eighty (180) days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than twenty-five percent (25%) of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or

damage by giving written notice to the other of its election to do so within twenty-five (25) days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within fifteen (15) days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If twenty-five percent (25%) or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than thirty percent (30%) of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of

the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one (1) or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than five (5) days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a twelve (12) month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such twelve (12) month period to establish a payment default and, thereafter, during such twelve (12) month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of five (5) days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than twenty (20) days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said twenty (20) days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said twenty (20) days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond seventy-five (75) days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within five (5) days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default

required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for five (5) days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given two (2) notices of such a failure during the preceding twelve (12) month period; or

(d) Tenant fails to commence construction of Tenant's Work within twenty (20) days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of forty-eight (48) consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for ten (10) days after written notice from Landlord to Tenant of such failure; or

(i) If applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of sixty (60) days; or

(j) Tenant fails comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) A governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) Except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or

if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) Any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord (but not the Authority) shall use reasonable efforts to relet the Premises or any part thereof but, shall not, in any event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to *redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Tenn,* whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such

breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within five (5) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of thirty (30) days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but

not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four percent (4%) per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee

or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended (the "Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a twenty-four (24) hour basis. Finally, Landlord, during the last six (6) months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "**Tenant's Taxes**"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding twelve (12) month period (and prorated in the case of (b) on the basis of a three hundred sixty-five (365) day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds five (5) days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or

other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one (1) entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 PERFORMANCE GUARANTY. (a) Tenant shall provide Landlord with the

Performance Guaranty in the amount specified in the Data Sheet, which shall be at Landlord's option, in the form of either immediately available funds or the unconditional, irrevocable standby letter of credit ("**Letter of Credit**"), as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such Letter of Credit must be in form and content as set forth in **Exhibit H**. No surety bonds shall be permitted. If Landlord permits Tenant to provide a Letter of Credit, the following shall be applicable. Such Letter of Credit must be for a term of not less than one (1) year which term shall be automatically renewed for successive one (1) year periods, unless the Bank gives not less than sixty (60) days prior written notice that it will not so renew the Letter of Credit for such successive term and the last term of the letter of credit shall end not less than sixty (60) days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least ninety (90) days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said Letter of Credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within twenty (20) days thereafter, shall cause a new Letter of Credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the Letter of Credit so transferred and Landlord agrees that, simultaneously with the delivery of such new Letter of Credit, it will return to said Bank the Letter of Credit being replaced. The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum may be held by Landlord as the Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one (1) or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within five (5) days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to the amount required under this Sublease. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article.

(b) Any Performance Guaranty held by Landlord in the form of immediately available funds (cash) shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall

deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals or performance of any other obligations, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of this Article, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum required under this Sublease.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) sixty (60) days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other

security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One (1) or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially

reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within fifteen (15) days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a sixty (60) day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one (1) party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the first (1st) day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last twelve (12) months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "**Late Interest**") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national edition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the

New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and

the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within twenty (20) days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within twenty (20) days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and

Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within five (5) days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen percent (15%) of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the**

TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J**.

Section 27.30 TENANT'S CERTIFICATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.

[SIGNATURE BLOCKS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

NY4 PRETZELS, INC.,
a Maryland corporation

By: Karyn Simon

Print Name: Karyn Simon

Title: President

ATTEST:

By: Alicia Biciocchi

Print Name: Alicia Biciocchi

Title: Treasurer

Auntie Anne's JFK Sublease.doc

LANDLORD:

WESTFIELD CONCESSION
MANAGEMENT, LLC,
a Delaware limited liability company

By: Arnold L. Mayersohn, Jr.

Print Name: Arnold L. Mayersohn, Jr.
Assistant Vice President & Secretary

Title: _____

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 200_ ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.
- (b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee

with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period

(hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) but not less than thirteen (13) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority,

its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably

hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. (a) The Sublessee acknowledges that it has received, and is familiar with the contents of, a copy of the

Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

(b) In accordance with the provisions of the City Lease, the Port Authority and the Sublessee hereby agree as follows:

(1) This Consent is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(2) The Sublessee shall not pay fees or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Consent, the Sublessee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Sublessee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Sublessee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Sublessee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Sublessee to comply with the forgoing provisions shall be an event of default under this Consent, which, after the giving of reasonable notice, shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to the Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline, the Permittee or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

EXHIBIT C

MONTHLY STATEMENT & ANNUAL STATEMENT FORMS

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	RENT									
		Guaranteed Rent	Percentage Rent			Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent	
			Breakpoint	Overage	%						Rent
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.

Signed: _____ Date: _____
 Title: _____

EXHIBIT C

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "**American's Work**" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "**Tenant's Work**" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "**Tenant's Construction Requirements**".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal

sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.

2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such

approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than twenty (20) days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within ten (10) days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within twenty (20) days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and

utility companies. Within five (5) days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than ninety (90) days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of Ten Thousand Dollars (\$10,000.00) each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

1. As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

2. The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon seven (7) days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon seven (7) days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of One Hundred Fifty Dollars (\$150.00) per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of One and 50/100 Dollars (\$1.50) per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities: For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.
2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the five (5) comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the five (5) comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

WESTFIELD, LLC, a Delaware limited liability company

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

The certificate holder on each of the Certificates of Insurance shall be as follows:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed Thirty Million Dollars (\$30,000,000.00) and it must be (a) at least fifty-one percent (51%) owned and controlled by one (1) or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one (1) or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one (1) or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority

Business Enterprise” or “MBE” shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, “Women-owned Business Enterprise” or “WBE” shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as M/WDBE, the Authority, as part of the certification process, will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

The Authority has compiled a list, which may be supplemented and revised from time to time by the Authority, to indicate the firms the Authority determined satisfy the criteria for M/W/DBE certification. Such list shall be made available to the proposers upon request. The Authority makes no representations as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed M/W/DBEs and such firms not so listed, but certified by the Authority as M/W/DBEs hereunder, will count towards M/W/DBE requirements.

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, LLC
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, LLC, or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, LLC and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially

uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six (6) months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six (6) months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six (6) months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one (1) or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one (1) or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is

the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and

continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until fourteen (14) days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such fourteen (14) day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within two (2) days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called

"grey market", "imitation" or "knock-off" products.*

3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*

10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*

11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.

12. Tenant shall, within twenty-four (24) hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*

13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increase in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*

3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*

4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*

5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.

7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*

8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

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All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

D. ADDITIONAL PERFORMANCE STANDARDS FOR FOOD & BEVERAGE CONCESSIONS ONLY:

1. Menu Boards are well maintained and easy to read.

2. Operating Staff and employee uniforms are clean and complete. At least one (1) designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *

3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*

4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*

5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*

6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*

7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*

8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*

9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

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Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

EXHIBIT L

TENANT'S INTIAL MENU OFFERING

Original Pretzel	\$2.49
Specialty Pretzel	\$2.69
Stixs (6)	\$2.79
Pretzel Dog	\$2.99
Soda 22oz	\$1.59
Soda 32oz	\$1.79
Lemonade 22oz	\$1.99
Lemonade 32oz	\$2.29
Dips (each)	\$0.60
Bottle Water 24oz	\$1.76
Dutch Ice 12oz	\$2.29
Dutch Ice 20oz	\$2.99

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 12TH day of SEPTEMBER in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA Scully, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT, LLC

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01M6026210
Qualified in Queens County
My Commission Expires June 14, 2011

STATE OF Missouri)
) ss.
COUNTY OF St. Charles)

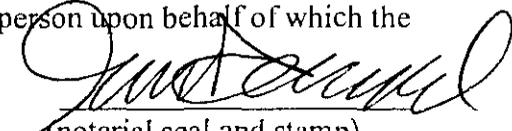
On the 28 day of June in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

E. DIANE LINDSEY
Notary Public-Notary Seal
State of Missouri - St. Charles County
Commission # 07907728
My Commission Expires Jan 27, 2011

KA
NY4 Pretzels, Inc.
~~FOR TASTE, INC.~~

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

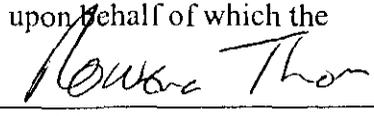
On the 25th day of June in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Karyn R. Simon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

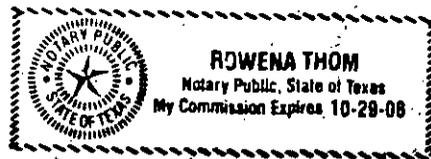
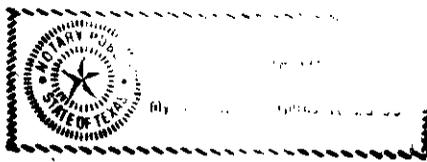

(notarial seal and stamp)

SAGHAR DANESHMAND
Notary Public, State of Maryland
My Commission Expires January 1, 2011

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 7th day of August in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Espinosa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(notarial seal and stamp)



THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-625
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of February 8, 2007 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), **SOLSTICE MARKETING CONCEPTS, LLC** ("Sublessee"), a limited liability company organized and existing under the laws of the State of Delaware with an office and place of business at 404 Fifth Avenue New York, New York 10018, whose representative is Mr. John J. Judge, CFO & Vice President, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not

limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments

and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. (a) The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be

deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. (a) If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is

intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

(b) In the event that upon conducting an examination and audit as described in this paragraph the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "Audit Findings"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and

replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the

obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the

Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease,

the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. Basic Lease Provisions:

(a) Certain Definitions.

(i) "Basic Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]
(Title) Asst. Dir. of CCAS
(Seal)

~~ATTEST:~~ WITNESS:

[Signature]
Secretary

WESTFIELD CONCESSION MANAGEMENT, LLC

By [Signature]
(Title) Asst. Vice President
(Corporate Seal)

WITNESS:

ATTEST:

[Signature]
Secretary Steven McCarthy
Dir of Fin

SOLSTICE MARKETING CONCEPTS LLC
BY: ~~SOLSTICE MARKETING CORPORATION,~~
~~ITS SOLE MEMBER~~

By [Signature] John J. Judge
Vice President
(Title) (Member)(Manager) + C.F.O.
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By [Signature]
LAURA A. EINSPANIER
(Name): Vice President
Corporate Real Estate
(Title) President
(Corporate Seal)

APPROVED:	
FORM	TERMS
18	SB

[Signature]



SUBLEASE

BETWEEN

WESTFIELD CONCESSION MANAGEMENT, LLC

LANDLORD

AND

**SOLSTICE MARKETING CONCEPTS LLC
TENANT**

**SOLSTICE SUNGLASS BOUTIQUE
TRADE NAME**

SPACE NUMBER B5

CONCOURSE B

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE B**

THIS SUBLEASE ("Sublease") is made as of this 31 day of February, 2007, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company, whose address is 11601 Wilshire Boulevard, 11th Floor, Los Angeles, California 90025 ("Landlord"), and SOLSTICE MARKETING CONCEPTS LLC, a Delaware limited liability company, whose principal place of business is located at 404 Fifth Avenue, New York, New York 10018 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. B5 containing approximately 642 square feet of Floor Area as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

<input checked="" type="checkbox"/> Specialty Retail	<input type="checkbox"/> Food & Beverage (<input type="checkbox"/> Food Court Location)	<input type="checkbox"/> Service
<input checked="" type="checkbox"/> In-Line	<input type="checkbox"/> Wall-Shop	<input type="checkbox"/> Kiosk

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of Exhibit B hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) **Latest Rental Commencement Date:** May 9, 2007; provided, however, if new Concourse B has not opened to the public for "Enplaned Passengers" (as defined below) operations on or before May 9, 2007, then the Latest Rental Commencement Date shall be the date on which new Concourse B is first opened for such "Enplaned Passengers" operations. Notwithstanding the foregoing, if possession of the Premises is not delivered to Tenant on or before February 1, 2007, then the Latest Rental Commencement Date shall be extended on a day-for-day basis equal to the exact number of days past February 1, 2007, that delivery of possession of the Premises to Tenant was so delayed, and such delay was not caused by Tenant. (b) **Expiration Date:** May 30, 2014, or the seventh (7th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent:**

Exemption (2.a.)

(3) **Section 2.02: Percentage Rent:**

o the Minimum Annual Guaranteed Rent
based upon the "Percentage Change in Enplaned Passengers".

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of Exemption (2.a.) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03. The initial joint marketing fund assessment of One thousand dollars (\$1,000.00), shall be paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the Rental Commencement Date.

(5) **Section 7.01: Permitted Use:** For the operation of a retail concession providing for the display and sale at retail of fashion sunglasses and related accessories and for no other use or purpose.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 6:00 A.M. to 10:00 P.M., local time, subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "Solstice Sunglass Boutique" or such other Trade Name as is used by Tenant in substantially all of its stores operating in New York and New Jersey.

(8) **Section 26.01: Performance Guaranty-Letter of Credit:** At Landlord's option, Tenant shall deposit with Landlord: (i) an amount equal to twenty-five percent (25%) of the initial annual Guaranteed Rent in immediately available funds, payable to Landlord upon execution of this Sublease and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional, irrevocable standby letter of credit in an amount not less than one hundred percent (100%) of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

With copies to:

Westfield Concession Management, LLC
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, LLC
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant:

Solstice Marketing Concepts LLC
404 Fifth Avenue
New York, New York 10018
Attention: Mr. Ed Jankowski

With a copy to:

Kipness & Associates
460 Old Post Road
Bedford, New York 10506
Attention: Robert Kipness, Esq.

Tenant's Billing Address:

Solstice Marketing Concepts LLC
801 Jefferson Road
Parsippany, New Jersey 07054
Attention: Mr. Steve McCarthy

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "**Westfield Concession Management, LLC, Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey**" and remitted to: Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via U.S. Mail) or Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** None.

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on **Exhibits A-1, A-2 and A-3** and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such rights shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on **Exhibit A-1**. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("**Term**") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, subject to Force Majeure, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, Two Hundred Fifty Dollars (\$250.00) per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of sixty (60) days, the amount of such liquidated damages may be increased up to a maximum of Five Hundred Dollars (\$500.00) per day. This remedy shall be in addition to

any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a

calendar month, then Guaranteed Rent shall be prorated on the basis of a thirty (30) day month. Should any Lease Year contain less than twelve (12) calendar months, said Guaranteed Rent shall be prorated on the basis of a three hundred sixty-five (365) day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between two (2) consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by one (1) calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within fifteen (15) days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is thirty (30). Should any Lease Year be less than twelve (12) full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is three hundred sixty-five (365). Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "un-natural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises at the conclusion of this Sublease, so long as the Premises are in the condition required by this Sublease, all of

Tenant's obligations and liabilities have been performed to the satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts

received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Gross Receipts per Lease Month; (10) mandatory discounts of not less than Ex. 2.a. of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport and to all Terminal airline employees; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the first (1st) day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the first (1st) day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "**Taxes**" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on,

against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than ten (10) days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the first (1st) day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within twenty (20) days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within twenty (20) days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within ten (10) days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now

in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within five (5) days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive twelve (12) month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least two (2) occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one (1) or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for one (1) year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of five (5) years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within fifteen (15) days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after fifteen (15) days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such

Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than sixty (60) segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two (2) major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than fifteen (15) days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within sixty (60) days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant, showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon thirty (30) days prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of Fifty Dollars (\$50.00) per statement per day until such statement is properly delivered to Landlord for the first (1st) such failure to furnish a statement, One Hundred Twenty-Five Dollars (\$125.00) per statement per day until such statement is delivered to Landlord for the second (2nd) such failure to furnish a statement, and Two Hundred Fifty Dollars (\$250.00) per statement per day until such statement is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within ten (10) days after the close of each calendar quarter during the Term, the following report ("Business Statistics Report") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling twelve (12) month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling twelve (12) month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling twelve (12) month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of Fifty Dollars (\$50.00) per report per day until such report is properly delivered to Landlord for the first (1st) such failure to furnish a report, One Hundred Twenty-Five Dollars (\$125.00) per report per day until such report is delivered to Landlord for the second (2nd) such failure to furnish a report, and Two Hundred Fifty Dollars (\$250.00) per report per day until such report is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within fifteen (15) days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for one (1) year thereafter, Landlord, American and the Authority may, each at any time upon fifteen (15) days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within fifteen (15) days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of three percent (3%) of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and

surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than twenty (20) days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or

comments received within twenty (20) days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than ten (10) days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("TAA Process"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than thirty (30) days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within ten (10) days from the dates required, Landlord may terminate this Sublease upon twenty-four (24) hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same, not to exceed the cost specified in **Exhibit D**.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than thirty (30) days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one (1) day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within one hundred twenty (120) days of the completion of construction, Tenant shall submit

“as-built” drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Exemption (2.a.)) per square foot of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements (“**Construction Cost**”), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within one hundred twenty (120) days of completion of the Fixed Improvements or any Refurbishments, Tenant’s construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed thirty (30) days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics’ lien waivers and/or releases or other lien waivers and/or releases on account of Tenant’s Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of “as-built” Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such one hundred twenty (120) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within one hundred twenty (120) days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of five percent (5%) or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such one hundred twenty (120) days, Tenant shall pay to Landlord as liquidated damages

and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"Eligible Costs" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of one hundred thirty-five percent (135%) of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"Depreciation Schedule" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "GAAP" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within ninety (90) days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within one hundred eighty (180) days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, subject to Force Majeure, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of Two Hundred Fifty Dollars (\$250.00) for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 **CONDITION OF PREMISES.** Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "**AS IS**" "**shell condition**" (as described in **Exhibit D**) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the

Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed seven (7) years, whether under the original term or any extension thereof, Tenant agrees that by no later than seven (7) years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of One Hundred Fifty Dollars (\$150.00) per square foot for each food and beverage concession and Seventy-Five Dollars (\$75.00) per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as

may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to fifteen percent (15%) of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord; American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than one hundred twenty (120) days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds fifteen percent (15%), and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to ninety (90) days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within thirty (30) days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate

within twenty (20) days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one (1) location to another after the Premises have been constructed and opened for business: (1) the Concession Area Lease provides that American shall in the case of a relocation, reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, the Concession Area Lease provides that American shall reimburse Landlord or Tenant (and therefore, if Landlord is reimbursed by American, Landlord shall reimburse Tenant to the extent Landlord is so reimbursed) within sixty (60) days after the effective date thereof, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American) detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable. Within twenty (20) days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within the time frame provided herein, Tenant shall have forever waived its right to any such reimbursement from Landlord and American and forever released Landlord and American from any obligations under this Section 6.02.**

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon thirty (30) days notice by means of revocation of the Consent Agreement, or by American upon one hundred eighty (180) days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full

force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within sixty (60) days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and slightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of thirty (30) days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting

the business specifically set forth in the Data Sheet ("**Permitted Use**") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of One Hundred Dollars (\$100.00) per day for the first (1st) violation in any twelve (12) month period and the amount of Two Hundred Fifty Dollars (\$250.00) per day for the second (2nd) and any subsequent violations in any twelve (12) month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "**American Reserved Uses**" and "**Port Authority Reserved Uses**" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) **General.** Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using commercially reasonable efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least two (2) nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for

business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04). Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for two (2) or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, three hundred sixty-five (365) days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the

Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of sixteen (16) hours per day, each day of the year, with the opening for business each day at least one (1) hour prior to the first scheduled flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least one (1) hour prior to the first flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon two (2) hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K**, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount Two Hundred Fifty Dollars (\$250.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the first (1st) violation in any twelve (12) month period, and the amount of Five Hundred Dollars (\$500.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the second (2nd) and any subsequent violations in any twelve (12) month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer

information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within two (2) hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than one (1) time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be

properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "**Street Prices**" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City – Northern New Jersey Metropolitan Area ("**Metro Area**"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's

and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address three (3) main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "Performance Categories"), among other matters and includes a set of minimum performance standards ("Minimum Performance Standards") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(j) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(k) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within fifteen (15) days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon, and then only if: (i) all such Toxic or Hazardous

Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, reserving the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within ten (10) days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord under this sub-section (c).

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements,

damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises, which were introduced by the Tenant; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within fifteen (15) feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will

be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the

loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "**Logistical Support and Maintenance Fee**") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area but shall not include any administrative mark-up or profit to Landlord ("**Operating Costs and Expenses**"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes

only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed Exemption (2.a.) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed Exemption (2.a.) other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the first (1st) day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within five (5) days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within sixty (60) days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one (1) foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within forty-eight (48) hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational

pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter, at Tenant's expense. Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC (as defined in Section 12.01(d)) and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshall official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) If requested, Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance

notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen percent (15%) of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than Three Million Dollars (\$3,000,000.00) per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) for each accident, One Million Dollars (\$1,000,000.00) for each employee, by disease, One Million Dollars (\$1,000,000.00) policy aggregate by disease; (4) builder's risk

(ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than twelve (12) months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one (1) or more persons in one (1) or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than thirty (30) days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such

policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least thirty (30) days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon five (5) days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within ten (10) days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, of if any of the Tenant's

insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. **Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or**

arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be

consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than five (5) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than fifteen (15) days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within twenty (20) days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has *been modified and, if so, identifying the modifications*, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, without Landlord's consent to a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity and with Landlord's consent, such consent not to be unreasonably withheld conditioned or delayed, to: (1) any entity with which Tenant shall merge, reorganize

or consolidate; or (2) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (1) and (2) above Landlord shall not have the discretionary right to withhold its consent if: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least thirty (30) days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (vii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained. If a Transfer is desired to be made by Tenant pursuant to the provisions of this Section 14.01(b)(1) or (2) as provided above, and if either of Landlord, American or the Authority denies consent to

any such Transfer, then Tenant shall have the right, without liability on account thereof, to terminate this Sublease on 30 days prior written notice to Landlord ("Tenant's Termination Notice"), in which event this Sublease shall terminate as of the date 30 days after the date of Landlord's receipt of Tenant's Termination Notice ("Effective Termination Date"). In such event, this Sublease shall terminate on the Effective Termination Date and Landlord, American, the Authority and Tenant shall thereafter be released from all obligations thereunder, except for any of Tenant's obligations which shall have accrued or which shall be arising out of events occurring prior to the Effective Termination Date or which are expressly stated to survive termination of this Sublease. Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American or the Authority for the net book value of the Cost of Fixed Improvements or any other sums if Tenant elects to terminate this Sublease pursuant to this Section 14.01(e).

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name without Landlord's prior written approval, such approval not to be unreasonably withheld, or change the character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the

Trademarks is granted or may be deemed to granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the fifteenth (15th) day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within thirty (30) days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within sixty (60) days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. In the event the Premises is located within an expansion of or a new area within the Terminal where a grand opening date or grand opening events shall be set by Landlord, then Tenant shall also pay an initial Joint Marketing Fund assessment in the amount set forth in the Data Sheet in addition to Tenant's monthly contributions to the Joint Marketing Fund, such initial assessment to be payable in one lump sum within sixty (60) days prior to the Rental Commencement Date. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within ninety (90) days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within thirty (30) days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above thirty (30) day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within sixty (60) days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If fifty percent (50%) or more of the Terminal shall be damaged or destroyed by an insured risk, or if twenty-five percent (25%) or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than fifty percent (50%) curtailed for a period of sixty (60) days or more, Landlord shall have the right to terminate this Sublease within ninety (90) days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within one hundred eighty (180) days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided,

however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than twenty-five percent (25%) of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within twenty-five (25) days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within fifteen (15) days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If twenty-five percent (25%) or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than thirty percent (30%) of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals

during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one (1) or more of the following events (referred to herein, singly, as an "Event of Default" and collectively as "Events of Default") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than five (5) days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a twelve (12) month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such twelve (12) month period to establish a payment default and, thereafter, during such twelve (12) month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of five (5) days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than twenty (20) days after written notice from Landlord to Tenant of such

default (unless such default cannot be cured within said twenty (20) days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said twenty (20) days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond seventy-five (75) days (unless Tenant is totally prevented from completing such cure by reason of Force Majeure) or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within five (5) days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for five (5) days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given two (2) notices of such a failure during the preceding twelve (12) month period; or

(d) Tenant fails to commence construction of Tenant's Work within twenty (20) days following the later of delivery of possession of the Premises or of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of forty-eight (48) consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for ten (10) days after written notice from Landlord to Tenant of such failure; or

(i) If applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of twenty (20) days; or

(j) Tenant fails comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) A governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully

empowered to conduct its business operations in the Premises; or

(m) Except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within thirty (30) days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) Any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further

hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within five (5) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of thirty (30) days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have

expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("**Deficiency**") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four percent (4%) per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be

observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended (the "Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption

of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a twenty-four (24) hour basis. Finally, Landlord, during the last six (6) months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "**Tenant's Taxes**"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written

notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding twelve (12) month period (and prorated in the case of (b) on the basis of a three hundred sixty-five (365) day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds five (5) days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one (1) entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee is in connection with a permitted Transfer allowed under Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and

provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 PERFORMANCE GUARANTY. (a) Tenant shall provide Landlord with the Performance Guaranty in the amount specified in the Data Sheet, which shall be at Landlord's option, in the form of either immediately available funds or the unconditional, irrevocable standby letter of credit ("**Letter of Credit**"), as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such Letter of Credit must be in form and content as set forth in **Exhibit H**. No surety bonds shall be permitted. If Landlord permits Tenant to provide a Letter of Credit, the following shall be applicable. Such Letter of Credit must be for a term of not less than one (1) year which term shall be automatically renewed for successive one (1) year periods, unless the Bank gives not less than sixty (60) days prior written notice that it will not so renew the Letter of Credit for such successive term and the last term of the letter of credit shall end not less than sixty (60) days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least ninety (90) days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said Letter of Credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within twenty (20) days thereafter, shall cause a new Letter of Credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the Letter of Credit so transferred and Landlord agrees that, simultaneously with the delivery of such new Letter of Credit, it will return to said Bank the Letter of Credit being replaced. The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum may be held by Landlord as the Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article. If payment of the entire sum of the Letter of Credit or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one (1) or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant

shall, within five (5) days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to the amount required under this Sublease. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article.

(b) Any Performance Guaranty held by Landlord in the form of immediately available funds (cash) shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to be held by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals or performance of any other obligations, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of this Article, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum required under this Sublease.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) sixty (60) days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's

interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One (1) or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the explained passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being

understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within fifteen (15) days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a sixty (60) day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one (1) party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the first (1st) day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last twelve (12) months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on

Exhibit A-2 to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "**Late Interest**") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the

full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements

incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within twenty (20) days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within twenty (20) days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within five (5) days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen percent (15%) of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or

replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the

Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Intentionally omitted.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport and to all Terminal airline employees. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

Section 27.30 TENANT'S CERTIFICATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.

Section 27.31 CONCOURSE CLOSURE, RENTAL ABATEMENT. Notwithstanding anything in this Sublease to the contrary, in the event the entire Concourse B (both airside and roadside access) is

totally closed for business to the public for more than 30 complete and consecutive days, Tenant's obligation to pay the portion of the Guaranteed Rent only which is for American's Allocated Share (as such term is defined in the Concession Area Lease) shall be abated (except as otherwise set forth in the Consent Agreement as to the Port Authority's Allocated Share as such term is defined in the Concession Area Lease) during such period that the entire Concourse B is so totally closed for business to the public, such partial abatement of American's Allocated Share of the Guaranteed Rent to be retroactive back to the first date of any such total closure of the entire Concourse B. Upon the reopening of the Concourse B or any portion thereof, Tenant's payment of all Rentals to Landlord shall immediately recommence on the date of any such reopening.

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

LANDLORD:

SOLSTICE MARKETING CONCEPTS LLC,
a Delaware limited liability company

WESTFIELD CONCESSION
MANAGEMENT, LLC,
a Delaware limited liability company

By: [Signature]
Print Name: John J. Judge
Title: C.F.O. & Vice President

By: [Signature]
Print Name: Arnold L. Mayersohn, Jr.
Title: Asst. V.P. & Secretary

ATTEST:

By: [Signature]
Print Name: Steven S. McCarthy
Title: Dir of Finance

Solstice JFK Sublease doc

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 200_ ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.
- (b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee

with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period

(hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) but not less than thirteen (13) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority,

its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for
bodily injury and property damage liability:

\$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably

hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. (a) The Sublessee acknowledges that it has received, and is familiar with the contents of, a copy of the

Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

(b) In accordance with the provisions of the City Lease, the Port Authority and the Sublessee hereby agree as follows:

(1) This Consent is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(2) The Sublessee shall not pay fees or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Consent, the Sublessee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Sublessee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Sublessee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Sublessee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Sublessee to comply with the forgoing provisions shall be an event of default under this Consent, which, after the giving of reasonable notice, shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to the Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline, the Permittee or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal

sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.

2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("**Conceptual Plans**") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such

approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than twenty (20) days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within ten (10) days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within twenty (20) days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and

utility companies. Within five (5) days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than ninety (90) days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of Ten Thousand Dollars (\$10,000.00) each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. **Construction Costs:**

1. As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

2. The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon seven (7) days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon seven (7) days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. **CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.**

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of One Hundred Fifty Dollars (\$150.00) per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of One and 50/100 Dollars (\$1.50) per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	RENT									
		Guaranteed Rent	Percentage Rent				Mrktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%	Rent					
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.

Signed: _____ Date: _____

Title: _____

EXHIBIT C

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "**American's Work**" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "**Tenant's Work**" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "**Tenant's Construction Requirements**".

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.

2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the five (5) comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the five (5) comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

WESTFIELD, LLC, a Delaware limited liability company

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

The certificate holder on each of the Certificates of Insurance shall be as follows:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

[Intentionally Deleted]

EXHIBIT H

Westfield Concession Management, LLC
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, LLC, or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, LLC and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(1)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "**Employer identification number**" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "**Minority**" – as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially

uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six (6) months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six (6) months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six (6) months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one (1) or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one (1) or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is

the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and

continuing. For the purposes hereof, "**Women-owned Business Enterprise**" "**(WBE)**" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "**Meaningful participation**" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("**LBEs**") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("**ASDO**"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("**BASIS**"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until fourteen (14) days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such fourteen (14) day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within two (2) days of such notification shall be subject to fines identified herein until strict compliance has been achieved.

2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*

3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*

4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*

5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increase in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*

2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called

"grey market", "imitation" or "knock-off" products.*

3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*

10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*

11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.

12. Tenant shall, within twenty-four (24) hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*

13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increase in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*

3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*

4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*

5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.

7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*

8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

D. ADDITIONAL PERFORMANCE STANDARDS FOR FOOD & BEVERAGE CONCESSIONS ONLY:

1. Menu Boards are well maintained and easy to read.

2. Operating Staff and employee uniforms are clean and complete. At least one (1) designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *

3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*

4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*

5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*

6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*

7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*

8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*

9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$150.00/day until corrected.

Second Violation: \$250.00/day until corrected.

Third Violation: \$500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$250.00 increments. For example, on the fourth violation the daily fine assessed will be \$750.00 and on the fifth violation, the daily fine assessed will be \$1,000.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 8th day of APRIL in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA SCUBBY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell

(notarial seal and stamp) **GAIL E. MITCHELL**
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2011

FOR WESTFIELD CONCESSION MANAGEMENT, LLC.

STATE OF Missouri)
) ss.
COUNTY OF St. Charles)

On the 19 day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Meyersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

E. DIANE LINDSEY
~~Notary Public-Notary Seal~~
State of Missouri, St. Charles County
Commission # 07997728
My Commission Expires Jan 21, 2011

FOR SOLSTICE MARKETING CONCEPTS LLC

STATE OF New Jersey)
) ss.
COUNTY OF Morris)

On the 8 day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN J. JUDGE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary M Ullmann
(notarial seal and stamp)

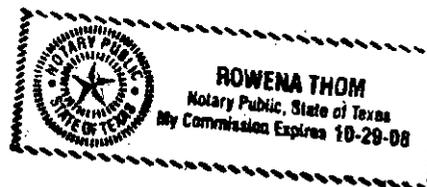
FOR AMERICAN AIRLINES, INC.

MARY M. ULLMANN
Notary Public of New Jersey
My Commission Expires Nov. 18, 2010

STATE OF Texas)
) ss.
COUNTY OF TARRANT)

On the 4th day of JUNE in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Espinosa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(notarial seal and stamp)



THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. AYD-626
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of February 14, 2007 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), **OAKLEY SALES CORP.** ("Sublessee"), a corporation organized and existing under the laws of the State of Washington with an office and place of business at One Icon, Foothill Ranch, California 92610, whose representative is Ms. Sophie Bundalo, Retail Manager, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not

limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case of difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments

and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. (a) The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be

deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Consent including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Consent.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. (a) If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is

intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

(b) In the event that upon conducting an examination and audit as described in this paragraph the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "Audit Findings"), the Sublessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and

replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the

obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the

Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease,

the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. Basic Lease Provisions:

(a) Certain Definitions.

(i) "Basic Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and the Port Authority, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented, amended and/or restated.

(ii) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

(v) The Sublessee shall not use any portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Sublessee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to this Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline or the Permittee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

[Signature]
Asst. Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By *[Signature]*

(Title) Asst. Director, CCA
(Seal)

~~ATTEST:~~ WITNESS:

[Signature]
Secretary

WESTFIELD CONCESSION MANAGEMENT, LLC

By *[Signature]*

(Title) Assistant Vice President
(Corporate Seal)

~~ATTEST:~~ Witness:

[Signature]
Secretary

OAKLEY SALES CORP.

By *[Signature]*

(Title) VP of Retail
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By *[Signature]*
LAURA A. EINSPIANIER

(Name): Vice President
Corporate Real Estate

(Title) President
(Corporate Seal)

APPROVED:
FORM | TERMS
[Initials] | *[Initials]*
[Signature]

SUBLEASE

BETWEEN

WESTFIELD CONCESSION MANAGEMENT, LLC

LANDLORD

AND

**OAKLEY SALES CORP.
TENANT**

**OAKLEY
TRADE NAME**

SPACE NUMBER M5

MAIN TERMINAL BUILDING

**TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK**

**TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
MAIN TERMINAL BUILDING**

THIS SUBLEASE ("Sublease") is made as of this 14th day of FEBRUARY, 2007, by and between WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company, whose address is 11601 Wilshire Boulevard, 11th Floor, Los Angeles, California 90025 ("Landlord"), and OAKLEY SALES CORP., a Washington corporation, whose principal place of business is located at One Icon, Foothill Ranch, California 92610 ("Tenant").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises identified on Exhibit A-2 ("Premises"), which is in and part of Terminal 8 ("Terminal") at John F. Kennedy International Airport, Jamaica, New York ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. Exhibit A-3 is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such Exhibit A-3 ("Concession Area"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("Authority") to American Air Lines, Inc. ("American") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. M5 containing approximately 1,591 square feet of Floor Area as shown on Exhibit A-2. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

Specialty Retail

In-Line

Landlord has the right to enter into and perform this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("Concession Area Lease"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("Authority Lease"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "Authority Requirements"). Tenant's compliance with the terms of this Sublease shall constitute its compliance with the applicable terms of the Concession Area Lease. In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of Exhibit B hereto ("Consent Agreement") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "Tenant" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified sections hereof:

(1) **Section 1.02: Term:** (a) **Latest Rental Commencement Date:** May 9, 2007; provided, however, if new Concourse B has not opened to the public for "Enplaned Passengers" (as defined below) operations on or before May 9, 2007, then the Latest Rental Commencement Date shall be the date on which new Concourse B is first opened for such "Enplaned Passengers" operations. Notwithstanding the foregoing, if possession of the Premises is not delivered to Tenant on or before February 15, 2007, then the Latest Rental Commencement Date shall be extended on a day-for-day basis equal to the exact number of days past February 15, 2007, that delivery of possession of the Premises to Tenant was so delayed, and such delay was not caused by Tenant. (b) **Expiration Date:** April 30, 2014, or the seventh (7th) anniversary of the Latest Rental Commencement Date, whichever is the later to occur, as confirmed in a letter from Landlord to Tenant.

(2) **Section 2.01: Minimum Annual Guaranteed Rent:**

Exemption (2.a.)

(3) **Section 2.02: Percentage Rent:**

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items: (a) **Section 2.03: Storage Premises Rent:** If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03; (b) **Section 2.04: Taxes:** Tenant shall pay its proportionate share of Taxes as provided in Section 2.04; (c) **Section 2.05: Miscellaneous Charges:** Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to adjustment; (d) **Section 8.04: Logistical Support and Public Area Maintenance Fee:** Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee; (e) **Section 12.01: Utilities:** If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and (f) **Section 16.03: Joint Marketing Fund:** Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03. The initial joint marketing fund assessment of Exemption (2.a.) shall be paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the Rental Commencement Date.

(5) **Section 7.01: Permitted Use:** For the operation of a retail concession providing for the sale at retail of eyewear and related accessories, men's and women's apparel, footwear, and other merchandise typically sold in substantially all of Tenant's other stores operating under the same Trade Name which are located in the United States, and for no other use or purpose.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation shall be as follows: 6:00 A.M. to 10:00 P.M., local time, subject to other hours and adjustments as provided

in Section 7.02. The hours of operation required of Tenant hereunder shall not be materially different than operating hours required of other specialty retail concessions in the Terminal.

(7) **Section 16.01: Trade Name:** "Oakley", "Oakley O Store" or such other Trade Name as is used by Tenant in a majority of its similar stores operating in the United States.

(8) **Section 26.01: Performance Guaranty-Letter of Credit:** At Landlord's option: (i) twenty-five percent (25%) of the initial annual Guaranteed Rent in immediately available funds, payable to Landlord upon execution of this Sublease and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional, irrevocable standby letter of credit in an amount not less than twenty-five percent (25%) of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

With copies to:

Westfield Concession Management, LLC
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, LLC
John F. Kennedy International Airport – Terminal 8
Jamaica, New York 11430
Attention: General Manager

Tenant:

Oakley Sales Corp.
One Icon
Foothill Ranch, California 92610
Attention: Real Estate Department

Tenant's Billing Address:

Oakley Sales Corp.
One Icon
Foothill Ranch, California 92610
Attention: Accounts Payable Department

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "**Westfield Concession Management, LLC, Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey**" and remitted to: Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via U.S. Mail) or Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** Not applicable.

ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1, A-2 and A-3 and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such rights shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on Exhibit A-1. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("Term") shall commence as of the date reflected on the first page hereof ("Commencement Date"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "Rentals") shall commence upon the date ("Rental Commencement Date") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is rightfully evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "Lease Year" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, subject to Force Majeure, if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c), Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, Two Hundred Fifty Dollars (\$250.00) per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of sixty (60) days, the amount of such liquidated damages may be increased up to a maximum of Five Hundred Dollars (\$500.00) per day. This remedy shall be in addition to

any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been paid or earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("Guaranteed Rent") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever, except as may otherwise be specifically permitted under this Sublease. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this

Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a thirty (30) day month. Should any Lease Year contain less than twelve (12) calendar months, said Guaranteed Rent shall be prorated on the basis of a three hundred sixty-five (365) day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall the Guaranteed Rent decrease below the amount set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change in Enplaned Passengers". The "Percentage Change in Enplaned Passengers" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "Enplaned Passengers" between two (2) consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "Enplaned Passengers" in the Terminal during the 2006 calendar year and shall be compared to the "Enplaned Passengers" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by one (1) calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). For all purposes of this Sublease, the term "Enplaned Passengers" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area. Notwithstanding anything to the contrary set forth in this Sublease, in no event shall any such increase in Tenant's Guaranteed Rent exceed the amount of three percent (3%) as compared to the immediately preceding Lease Year, regardless of whether any increased based on the Percentage Change In Enplaned Passengers exceeds such three percent (3%) amount.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("Lease Month"), Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts during such Lease Month exceeds the Monthly Breakpoint. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within fifteen (15) days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month which exceed the Monthly Breakpoint. Should the Rental Commencement Date occur on a day other than the first day of a Lease Month or this Sublease expire or terminate on a day other than the last day of a Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is thirty (30). Should any Lease Year be less than twelve (12) full calendar months then the annual Percentage Rent due for such partial Lease Year shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Annual Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Year in which Tenant was open and operating and the denominator of which is three hundred sixty-five (365). Further, the Monthly Breakpoint and the Annual Breakpoint shall be adjusted accordingly effective each January 1 by an appropriate amount to maintain the same "natural" or "un-natural" breakpoint in comparison with Guaranteed Rent, such adjustment to be made proportionately in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "Late Interest" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit

equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises at the conclusion of this Sublease, so long as the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed to the reasonable satisfaction of Landlord and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease or by reason of Force Majeure, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "Gross Receipts" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant's record keeping system); mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts, and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks. Gross Receipts shall not include: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; (4) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other

agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than Ex. 2.a. _____, of Gross Receipts per Lease Month; (10) mandatory discounts of not less than _____, of Gross Receipts, if separately stated, which must be given by Tenant on sales of merchandise or services to all individuals employed at the Airport and to all Terminal airline employees; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; and/or (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of Tenant and with respect to each calendar year.

Section 2.03 STORAGE PREMISES AND RENT. If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the first (1st) day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the first (1st) day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 TAXES. (a) From and after the Rental Commencement Date, Tenant shall pay to

Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. "Taxes" means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than ten (10) days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the first (1st) day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within twenty (20) days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within twenty (20) days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord the difference between the amount previously paid by Tenant and the actual amount due together with Late Interest from when originally due within ten (10) days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises in good

condition at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification. Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "Fixed Improvements" and any "Refurbishments" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 MISCELLANEOUS CHARGES. (a) Employee Parking. The Authority retains the right to institute a charge to Tenant and all other concession operators at the Terminal for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security

badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "Miscellaneous Charges".

Section 2.06 ADDITIONAL RENT. In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "Additional Rent", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, if any, the Logistical Support and Public Area Maintenance Fees; and contributions to the Joint Marketing Fund not to exceed one-half percent (.50%) of Tenant's monthly Gross Receipts. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 LATE PAYMENT CHARGE. If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within seven (7) days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any consecutive twelve (12) month period, Landlord will no longer waive any such applicable late charges for the remainder of the Term.

Section 2.08 APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION. Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. All Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time

that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least three (3) occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 TENANT'S RECORDS. Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("AAP"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "Records"). For all purposes of this Sublease, "Affiliate" or "Affiliates" means, with respect to any Person, any other Person, directly or indirectly, through one (1) or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "Person" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (including any entity in which a Person (including any general or limited partner, managing and non-managing member or shareholder of such Person) has an ownership interest); and the terms "Controls", "Controlled By" and "Under Common Control With" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for one (1) year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of five (5) years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within fifteen (15) days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after fifteen (15) days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for during retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 POINT OF SALE TERMINALS. Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "Point-of-Sale Terminal") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time during normal business hours. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than sixty (60) segregated category addresses (if applicable for the types of products or services that maybe offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two (2) major credit cards. Upon request, Tenant shall make available to Landlord weekly sales data ("Point of Sale Data"), reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 REPORTS BY TENANT. Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than fifteen (15) days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit C), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within sixty (60) days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit C), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("Annual Statement"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon thirty (30) days prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of Fifty Dollars (\$50.00) per statement per day until such statement is properly delivered to Landlord for the first (1st) such failure to furnish a statement, One

Hundred Twenty-Five Dollars (\$125.00) per statement per day until such statement is delivered to Landlord for the second (2nd) such failure to furnish a statement, and Two Hundred Fifty Dollars (\$250.00) per statement per day until such statement is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 BUSINESS STATISTICS REPORTS. Tenant shall furnish to Landlord, within fifteen (15) days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling twelve (12) month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling twelve (12) month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling twelve (12) month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of Fifty Dollars (\$50.00) per report per day until such report is properly delivered to Landlord for the first (1st) such failure to furnish a statement, One Hundred Twenty-Five Dollars (\$125.00) per report per day until such report is delivered to Landlord for the second (2nd) such failure to furnish a report, and Two Hundred Fifty Dollars (\$250.00) per report per day until such report is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 RIGHT TO EXAMINE BOOKS. Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within fifteen (15) days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 AUDIT. During the Term hereof and for one (1) year thereafter, Landlord, American and the Authority may, each at any time upon fifteen (15) days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within fifteen (15) days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of two percent (2%) of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to

Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such ten (10) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("Alteration Application"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete it for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term "**Operating Equipment**" means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans (“**Conceptual Plans**”) and final drawings and specifications (“**Final Drawings**”) for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than thirty (30) days after execution of this Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Conceptual Plans. Following Tenant’s receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within twenty (20) days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than ten (10) days thereafter) with the Authority pursuant to the Authority’s Tenant Alteration Application Process (“**TAA Process**”). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than thirty (30) days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority’s Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant’s failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. If Landlord or Tenant reasonably determine that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings, Landlord or Tenant may terminate this Sublease upon twenty-four (24) hours written notice to the other party, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. Furthermore, if Tenant fails to timely provide the Conceptual Plans and Final Drawings, including any revisions required thereto within ten (10) days from the dates required, Landlord may terminate this Sublease upon twenty-four (24) hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord’s, American’s and the Authority’s prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant’s opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant’s sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be

considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the Authority fails to respond at all to a conforming Alteration Application for more than thirty (30) days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one (1) day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within one hundred twenty (120) days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than ^{Ex. 2.a.} per square foot of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("Construction Cost"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed thirty (30) days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a

certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of five percent (5%) or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

“Eligible Costs” means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed Exemption (2.a.) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built “trade fixtures” which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of Exemption (2.a.) of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

“Depreciation Schedule” means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with “GAAP”; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. “GAAP” means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants’ Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within ninety (90) days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within one hundred eighty (180) days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant’s Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope ("**Tenant's Project Manager**") reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not completed and the Operating Equipment not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of Two Hundred Fifty Dollars (\$250.00) for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such**

Latest Rental Commencement Date.

Section 5.02 CONDITION OF PREMISES. Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing "AS IS" "shell condition" (as described in Exhibit D but with the Premises substantially complete and in the condition required under Part III. of Exhibit D) and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 ALTERATIONS AND REFURBISHMENTS TO THE PREMISES. (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If the Term of this Sublease will exceed seven (7) years, whether under the original term or any extension thereof, Tenant agrees that by no later than seven (7) years after the date of beneficial occupancy of its Premises, Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of One Hundred Fifty Dollars (\$150.00) per square foot for each food and beverage concession and Seventy-Five Dollars (\$75.00) per square foot of each other type of concession (e.g., retail or service) for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made. The foregoing shall only be applicable in the event the Term of this Sublease is subsequently extended by Landlord and Tenant so that any such extended term, together with the original Term set forth in the Data Sheet, shall be at least ten (10) years.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 RESERVATION OF RIGHTS. (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common

area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith. If as a result of the exercise of any of the foregoing rights with respect to the Terminal, in the event that Tenant's Gross Receipts have decreased for a period of at least six (6) consecutive months by an amount equal to thirty-three percent (33%) or greater as compared to Tenant's Gross Receipts for the same corresponding six (6) consecutive month period in the immediately preceding Lease Year, then Tenant shall have the right to terminate this Sublease. Tenant shall give Landlord at least thirty (30) days prior written notice to Landlord prior to any such termination becoming effective and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to fifteen percent (15%) of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair; and, to the extent American is obligated pursuant to the Concession Area Lease, Landlord or American shall restore such permanent Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

Section 6.02 RELOCATION, CONTRACTION OR TERMINATION. (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the

size of the Concession Area and American may exercise its rights by giving not less than one hundred twenty (120) days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease. Pursuant to the Concession Area Lease, if American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of the Premises exceeds fifteen percent (15%), and Tenant demonstrates that such contraction is having a materially adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to ninety (90) days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent Breakpoints. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within thirty (30) days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within twenty (20) days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease.**

(c) If American exercises its right to cause a contraction or relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one (1) location to another after the Premises have been constructed and opened for business: (1) American or Landlord shall in the case of a relocation, reimburse Tenant within sixty (60) days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, American or Landlord shall reimburse Tenant within sixty (60) days after the effective date such contraction, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable). Within ten (10) days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to**

provide such information within ninety (90) days following Landlord's written request thereof, Tenant shall have forever waived its right to reimbursement from American and Landlord and forever released Landlord and American from any obligations under this Section 6.02.

Section 6.03 TERMINATION BY AMERICAN OR THE AUTHORITY. (a) Tenant acknowledges that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon thirty (30) days notice by means of revocation of the Consent Agreement, or by American upon one hundred eighty (180) days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within sixty (60) days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease; paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant may be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, remove such property to a public warehouse, or may retain the same in its own possession, and, in either event, after the expiration of thirty (30) days, may sell the same at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and

storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 PERMITTED USE. Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("Permitted Use") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord, American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of Fifty Dollars (\$50.00) per day for the first (1st) violation in any twelve (12) month period and the amount of One Hundred Twenty-Five Dollars (\$125.00) per day for the second (2nd) and any subsequent violations in any twelve (12) month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that in the reasonable judgment of Landlord or American or the judgment of the Authority that (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to

operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "American Reserved Uses" and "Port Authority Reserved Uses" as such terms are defined in the Concession Area Lease.

Section 7.02 OPERATION OF BUSINESS. (a) **General.** Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least two (2) nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American or prevented by Force Majeure (as defined in Section 27.04) or the acts of Landlord. Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for two (2) or

more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, three hundred sixty-five (365) days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of sixteen (16) hours per day, each day of the year, with the opening for business each day at least one (1) hour prior to the first scheduled flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least one (1) hour prior to the first flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. The hours of operation required of Tenant hereunder shall not be materially different than operating hours required of other specialty retail concessions in the Terminal. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon two (2) hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in Exhibit K, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount One Hundred Fifty Dollars (\$150.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the first (1st) violation in any twelve (12) month period, and the amount of Three Hundred Dollars (\$300.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the second (2nd) and any subsequent violations in any twelve (12) month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by

law; including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff ("**Operating Staff**") at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may reasonably require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within two (2) hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that any written customer complaint with respect to Tenant's operations or merchandise is delivered to Tenant (or to Landlord, American or the Authority and forwarded to Tenant), Tenant agrees that it shall promptly respond in writing to such complaint and make a good faith attempt to explain, resolve or rectify the cause of the complaint. Tenant shall provide, without further demand, copies of the written complaints received and Tenant's responses thereto to Landlord, American and the Authority each calendar month but not more than one (1) time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary,

necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) **Street Pricing.** Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "Street Prices" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area ("Metro Area"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service in any other geographic area with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and (4) if Tenant is in the business of selling duty-free goods; the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in Exhibit E. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment

within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address three (3) main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(j) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(k) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant

may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within fifteen (15) days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 HAZARDOUS MATERIALS. (a) As used herein, the term "Toxic or Hazardous Materials" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("EPA") or the United States Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "Environmental Laws"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, and upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, reserving the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this section. In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or American in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within ten (10) days or such shorter period as may be required under any Environmental Laws, or such even shorter period as is prior to

a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord under this sub-section (c).

(d) Except with respect to Landlord's, American's or the Authority's direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant of this Section 7.03; (2) any violation or failure to comply by Tenant with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or the Premises; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 OPERATION AND MAINTENANCE OF TERMINAL. Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Section 8.02 USE OF PUBLIC AREAS IN TERMINAL. The term "public areas" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline,

tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("RMUs"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within fifteen (15) feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE. (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all Tenants, their patrons and the public. For purposes of this Sublease "public seating areas" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment maintenance and cleaning (including exhaust

hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE. (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the "Logistical Support and Maintenance Fee") equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area ("Operating Costs and Expenses"). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval; washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material

removal services in the Terminal for all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Tenant's proportionate share shall only include those items passed through by Landlord for specialty retail uses and shall not include any such items applicable only to food and beverage uses or with respect to any public food court areas. Annual increases in Tenant's proportionate share shall not exceed fifteen percent (15%) other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the first (1st) day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within five (5) days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under

this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within sixty (60) days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders; directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one (1) foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they

are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS. Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within forty-eight (48) hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior advertising and display windows provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door

frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC (as defined in Section 12.01(d)) and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshall official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data

transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair (including without limitation an administrative fee equal to fifteen percent (15%) of such costs), together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than Five Million Dollars (\$5,000,000.00) per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) for each accident, One Million Dollars (\$1,000,000.00) for each employee, by disease, One Million Dollars (\$1,000,000.00) policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in Exhibit D, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than twelve (12) months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one (1) or more persons in one (1) or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected

against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications, to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than thirty (30) days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least thirty (30) days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents and employees, the governmental nature of the

Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon five (5) days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within ten (10) days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurance policies shall be or become unsatisfactory to Landlord, American or the Authority, in their reasonable judgment, as to form or substance, or if any of the Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 LANDLORD'S AND AMERICAN'S INSURANCE. Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the

Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant, its directors, officers, employees, representatives, contractors, guests and/or invitees in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by Landlord: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease. With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such

entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct gross negligence or direct willful misconduct of Landlord (or as American, as obligated under the Concession Area Lease), its agents and employees, in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar

statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than five (5) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02. SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constituting a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than fifteen (15) days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within twenty (20) days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has

been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, without Landlord's consent to a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity, and with Landlord's consent; such consent not to be unreasonably withheld, conditioned or delayed, to: (1) any entity with which Tenant shall merge, reorganize or consolidate; or (2) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (1) and (2) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof at the time of any such proposed transfer or assignment; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the reasonable discretion of Landlord; (vi) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least thirty (30) days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (vii) Tenant shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 WASTE OR NUISANCE. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will

invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

**ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT
MARKETING FUND**

Section 16.01 TRADE NAME. Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name without the prior written approval of Landlord, which approval shall not be unreasonably withheld or change character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 TRADEMARKS. "Trademarks" means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 JOINT MARKETING FUND. Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the "Joint Marketing Fund". Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to Exemption (2.a.) , of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the fifteenth (15th) day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within thirty (30) days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within sixty (60) days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. In the event the Premises is located within an expansion of or a new area within the Terminal

where a grand opening date or grand opening events shall be set by Landlord, then Tenant shall also pay an initial Joint Marketing Fund assessment in the amount set forth in the Data Sheet in addition to Tenant's monthly contributions to the Joint Marketing Fund, such initial assessment to be payable in one lump sum within sixty (60) days prior to the Rental Commencement Date. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 PARTIAL DESTRUCTION. (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord may, at Landlord's option (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within ninety (90) days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this section, Tenant shall have the right, within thirty (30) days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above thirty (30) day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 TOTAL DESTRUCTION. If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area or the Premises cannot be repaired or replaced within sixty (60) days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord or the Authority with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 DAMAGE OR DESTRUCTION OF THE TERMINAL. If fifty percent (50%) or more of the Terminal shall be damaged or destroyed by an insured risk, or if twenty-five percent (25%) or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than fifty percent (50%) curtailed for a period of sixty (60) days or more, Landlord shall have the right to terminate this Sublease within ninety (90) days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within one hundred eighty (180) days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments.

Section 17.04 DAMAGE OR DESTRUCTION NEAR END OF TERM. If, during the last Lease Year of the Term, more than twenty-five percent (25%) of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within twenty-five (25) days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within fifteen (15) days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 ABATEMENT OF RENTALS, REMEDIES. If twenty-five percent (25%) or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by the gross negligence or willful misconduct of Landlord or American, nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than thirty percent (30%) of the Floor Area of the Premises shall be taken or condemned for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant in a condition which reasonably allows for the commencement of business; provided, however, that in all events any reduction under this section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one (1) or more of the following events (referred to herein, singly, as an "**Event of Default**" and collectively as "**Events of Default**") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than five (5) days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due

hereunder were not received on the date required for payment pursuant to this Sublease together with all *Late Interest accrued from the due date*, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice once during a twelve (12) month period and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such twelve (12) month period to establish a payment default and, thereafter, during such twelve (12) month period an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of five (5) days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than twenty (20) days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said twenty (20) days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said twenty (20) days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond seventy-five (75) days or such longer period of time as is approved by Landlord in writing, and if Tenant's cure period is so extended, Tenant must, within five (5) days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues for five (5) days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given two (2) notices of such a failure during the preceding twelve (12) month period; or

(d) Tenant fails to commence construction of Tenant's Work within twenty (20) days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure or due to delays caused by Landlord or American; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date; or

(f) Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of forty-eight (48) consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for ten (10) days after written notice from Landlord to Tenant of such failure; or

(i) If applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of twenty (20) days; or

(j) Tenant fails comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease on the date of such failure or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) A governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises; or

(m) Except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within thirty (30) days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) Any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to

collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within five (5) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of thirty (30) days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any

holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 DAMAGES. (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent, Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four percent (4%) per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the

rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended (the "Code").

Section 20.02 ELECTION TO ASSUME SUBLEASE. Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 OCCUPANCY CHARGES. When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04. OTHER LAWS. The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 RIGHT OF ENTRY. Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a twenty-four (24) hour basis. Finally, Landlord, during the last six (6) months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "Tenant's Taxes"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 LOSS AND DAMAGE. Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area,

the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 HOLDING OVER. If, at the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding twelve (12) month period (and prorated in the case of (b) on the basis of a three hundred sixty-five (365) day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds five (5) days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one (1) entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and

any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have an unreasonable and material adverse discriminatory impact on concession operations within the Concession Area. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 PERFORMANCE GUARANTY. (a) Tenant shall provide Landlord with the Performance Guaranty in the amount specified in the Data Sheet, which shall be at Landlord's option, in the form of either immediately available funds or the unconditional, irrevocable standby letter of credit ("**Letter of Credit**"), as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such Letter of Credit must be in form and content as set forth in **Exhibit H**. No surety bonds shall be permitted. If Landlord permits Tenant to provide a Letter of Credit, the following shall be applicable. Such Letter of Credit must be for a term of not less than one (1) year which term shall be automatically renewed for successive one (1) year periods, unless the Bank gives not less than sixty (60) days prior written notice that it will not so renew the Letter of Credit for such successive term and the last term of the letter of credit shall end not less than sixty (60) days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least ninety (90) days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said Letter of Credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within twenty (20) days thereafter, shall cause a new Letter of Credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the Letter of Credit so transferred and Landlord agrees that, simultaneously with the delivery of such new Letter of Credit, it will return to said Bank the Letter of Credit being replaced. The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum may be held by Landlord as the Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article. If payment of the entire sum of the Letter of Credit or the undrawn portion

thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one (1) or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within five (5) days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to the amount required under this Sublease. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article.

(b) Any Performance Guaranty held by Landlord in the form of immediately available funds (cash) shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 26.01(b), in the event the Performance Guaranty is held in an interest-bearing account, Landlord shall be entitled to retain the one percent (1%) administrative fee permitted by law to by landlords with respect to security deposits.

Section 26.02 APPLICATION OF PERFORMANCE GUARANTY. In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals or performance of any other obligations, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 RESTORATION OF PERFORMANCE GUARANTY. If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of this Article, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum required under this Sublease.

Section 26.04 RETURN OF SECURITY. The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) sixty (60) days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 TRANSFER OF LETTER OF CREDIT. In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 NO ASSIGNMENT OF SECURITY BY TENANT. Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One (1) or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth

herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives. No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "Force Majeure" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA and the EPA or defense authorities), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; or (c) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within fifteen (15) days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a sixty (60) day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 NOTICES. Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one (1) party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b)

United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the first (1st) day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 BROKER'S COMMISSION. Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 RECORDING. Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 FURNISHING OF FINANCIAL STATEMENTS. Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last twelve (12) months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, but not more frequently than once in any Lease Year, with a copy of its published annual report to stockholders containing its financial statements. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 TENANT'S WAIVERS IN ACTION FOR POSSESSION. Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations

on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; and (b) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 FLOOR AREA. The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on Exhibit A-2 to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "Late Interest") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES. If Landlord shall fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 EXECUTION OF SUBLEASE; NO OPTION. The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this

Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 GOVERNING LAW. All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 SPECIFIC PERFORMANCE OF RIGHTS. Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 SURVIVAL OF OBLIGATIONS. All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 CERTAIN RULES OF CONSTRUCTION. Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Section 27.20 CONFIDENTIALITY. Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 ATTORNEY FEES. If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within twenty (20) days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within twenty (20) days after written demand.

Section 27.22 WAIVER OF TRIAL BY JURY. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE. Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42U.S.C. §§12101 *et seq.*) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"). Within five (5) days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure

compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American. Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen percent (15%) of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 AIRPORT SECURITY. Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 NON-DISCRIMINATION AND AFFIRMATIVE ACTION. With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I**. Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 LABOR HARMONY. Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof has ceased or been cured. While Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS. Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a discount for all merchandise, products and/or services sold and/or rendered hereunder to all individuals employed at the Airport and to all Terminal airline employees. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 LOCAL BUSINESS ENTERPRISE COMMITMENT. Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, Exhibit J.

Section 27.30 TENANT'S CERTIFICATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated

and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.

Section 27.31 EARLY TERMINATION. Notwithstanding anything to the contrary contained in this Sublease, in the event Tenant's Gross Receipts for the third (3rd) full Lease Year of the Term of this Sublease shall be less than One Million Dollars (\$1,000,000.00), then Tenant shall have the right, at its option, to terminate this Sublease upon one hundred twenty (120) days prior notice to Landlord ("Termination Notice"). For Tenant to exercise its option to terminate this Sublease, Tenant must give the Termination Notice to Landlord no later than sixty (60) days after the end of such third (3rd) full Lease Year and Tenant must have submitted its Annual Statement to Landlord within such sixty (60) day period. Landlord, American and the Authority shall have the right to inspect and/or audit Tenant's Records covering Gross Receipts made under this Sublease to verify that Tenant's Gross Receipts, as reported on such Annual Statement for such third (3rd) full Lease Year, were less than One Million Dollars (\$1,000,000.00). In the event Tenant elects to terminate this Sublease as provided herein, then this Sublease shall terminate upon the expiration of one hundred twenty (120) days after the date of the Termination Notice ("Effective Termination Date") and Landlord, American, the Authority and Tenant shall thereafter be released from all obligations hereunder, except for any of Tenant's obligations which shall have accrued or which shall be arising out of events occurring prior to the Effective Termination Date or which are expressly stated to survive the expiration or earlier termination of this Sublease. Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs (as defined below) or any other sums if Tenant so elects to terminate this Sublease under this Section 27.31. If Tenant shall not elect to exercise its option to terminate this Sublease or shall to properly exercise such option within the time period as provided in this Section 27.31, then this Sublease shall remain in full force and effect for the remainder of the Term.

[SIGNATURE BLOCKS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

OAKLEY SALES CORP.,
a Washington corporation

By: Sophie Burdalo
Print Name: Sophie Burdalo
Title: Head of Retail

ATTEST: 2.12.07

By: J. Thompson
Print Name: Tara Thompson
Title: Retail Property Coordinator

LANDLORD:

**WESTFIELD CONCESSION
MANAGEMENT, LLC,**
a Delaware limited liability company

By: Arnold J. Mayerson, Jr.
Print Name: Arnold J. Mayerson, Jr.
Title: Asst. V.P. & Secretary

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT B

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE SUBLESSEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 200_ ("Effective Date"), by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Port Authority"), WESTFIELD CONCESSION MANAGEMENT, LLC ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by AMERICAN AIRLINES, INC. ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.
2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.
3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.
4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.
- (b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee

with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period

(hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year, each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) but not less than thirteen (13) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority,

its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

Minimum Limits

Commercial General Liability

Combined single limit per occurrence for bodily injury and property damage liability:	\$2,000,000
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Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably

hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. (a) The Sublessee acknowledges that it has received, and is familiar with the contents of, a copy of the

Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

(b) In accordance with the provisions of the City Lease, the Port Authority and the Sublessee hereby agree as follows:

(1) This Consent is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(2) The Sublessee shall not pay fees or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Consent, the Sublessee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Sublessee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Sublessee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Sublessee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Sublessee to comply with the forgoing provisions shall be an event of default under this Consent, which, after the giving of reasonable notice, shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to the Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline, the Permittee or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

EXHIBIT C

MONTHLY STATEMENT & ANNUAL STATEMENT FORMS

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT**

TENANT NAME: _____ SPACE#: _____ CONTACT: _____
 YEAR: _____ PHONE: _____

Month	Gross Receipts	RENT									
		Guaranteed Rent	Percentage Rent				Mktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%	Rent					
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

EXHIBIT C

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.
 Signed: _____ Date: _____
 Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "American's Work" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "Tenant's Construction Requirements".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.
2. The Design Guidelines.
3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.
4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.
5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.
6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal

sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.

2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("**Conceptual Plans**") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such

approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than twenty (20) days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within ten (10) days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within twenty (20) days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and

utility companies. Within five (5) days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than ninety (90) days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of Ten Thousand Dollars (\$10,000.00) each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. **Construction Costs:**

1. As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

2. The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon seven (7) days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon seven (7) days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. **CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.**

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of One Hundred Fifty Dollars (\$150.00) per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of One and 50/100 Dollars (\$1.50) per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.

2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the five (5) comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the five (5) comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

WESTFIELD, LLC, a Delaware limited liability company

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

The certificate holder on each of the Certificates of Insurance shall be as follows:

**Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager**

EXHIBIT G

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed Thirty Million Dollars (\$30,000,000.00) and it must be (a) at least fifty-one percent (51%) owned and controlled by one (1) or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one (1) or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one (1) or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Authority makes a "rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged:

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). For purposes hereof, "Minority

Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as M/W/DBE, the Authority, as part of the certification process, will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

The Authority has compiled a list, which may be supplemented and revised from time to time by the Authority, to indicate the firms the Authority determined satisfy the criteria for M/W/DBE certification. Such list shall be made available to the proposers upon request. The Authority makes no representations as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed M/W/DBEs and such firms not so listed, but certified by the Authority as M/W/DBEs hereunder, will count towards M/W/DBE requirements.

Certification of M/W/DBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a M/W/DBE, that firm shall submit to the Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Economic Development Department/Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, Newark Legal Center, One Riverfront Plaza, 9th Floor, Newark, New Jersey 07102 or such other address as the Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (973) 565-5522.

EXHIBIT H

Westfield Concession Management, LLC
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200__." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, LLC, or its designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200__, by and between Westfield Concession Management, LLC and _____ A _____.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on _____ F _____, 200__. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

Bank Officer/Representative

LEGEND:

- A: INSERT APPLICANT NAME, I.E. TENANT NAME.
- B: INSERT NAME OF ISSUING BANK.
- C: INSERT LOC IDENTIFICATION NUMBER.
- D: INSERT DOLLAR VALUE OF INSTRUMENT.
- E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION-GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "Minority" – as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially

uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six (6) months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six (6) months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six (6) months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one (1) or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one (1) or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is

the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and

continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until fourteen (14) days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such fourteen (14) day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and Exhibit E. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within two (2) days of such notification shall be subject to fines identified herein until strict compliance has been achieved.
2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*
3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*
4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*
5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*
2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called

"grey market", "imitation" or "knock-off" products.*

3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*
4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.
5. Window displays shall be changed frequently and no less often than on a quarterly basis.*
6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*
7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*
2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.
3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*
4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.
5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*
6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*
7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*

10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*

11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.

12. Tenant shall, within twenty-four (24) hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*

13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: \$100.00/day until corrected.

Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increase in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*

3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*

4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*

5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.

7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*

8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

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Second Violation: \$200.00/day until corrected.

Third Violation: \$300.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will be increased in \$100.00 increments. For example, on the fourth violation the daily fine assessed will be \$400.00 and on the fifth violation, the daily fine assessed will be \$500.00.

All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

FOR OAKLEY SALES CORPORATION

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SEE ATTACHED CERTIFICATE

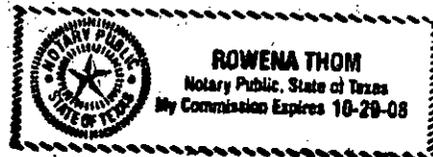
(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 4th day of June in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Espinoza, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(notarial seal and stamp)



FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

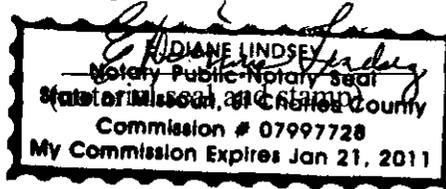
SEE ATTACHED CERTIFICATE

(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT, LLC

STATE OF Missouri)
) ss.
COUNTY OF St. Charles)

On the 9 day of April in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mowersohn, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



FOR OAKLEY SALES CORP.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On the 9th day of August in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared SOPHIE DUNFALO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature] Notary Public
(notarial seal and stamp)

